

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: September 10, 2013		DATE SUBMITTED: August 14, 2013	
DEPARTMENT OF ORIGIN: Water Services		SUBMITTED BY: M. Jurica	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input checked="" type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input checked="" type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY		<input checked="" type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input checked="" type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consider approving an Annual Price Agreement for chlorine gas with Brenntag Southwest, Inc. of Houston, Texas in the amount of \$102,250.00.			
SUMMARY STATEMENT: The City of Bryan and the City of College Station joined in a joint bid hosted by the City of Bryan for each city's annual requirements for chlorine gas. On August 13, 2013, two sealed bids were received and opened for chlorine gas. The bid providing the best value to the City of Bryan was the lowest bid as submitted by Brenntag Southwest, Inc. (\$102,250.00).			
<p>Chlorine gas is used by both water production and wastewater treatment facilities for disinfection purposes. The Texas Commission on Environmental Quality (TCEQ) requires the use of chlorine in the treatment of all water for potable use. TCEQ also requires that all treated effluent from a wastewater treatment plant undergo disinfection from an approved method before being released into the waterways of Texas. The City currently uses chlorine gas to meet this permit requirement (Burton Creek and Still Creek WWTPs). This contract is for the annual estimated needs of both departments.</p> <p>Water Services respectfully request the City Council approve the proposed chlorine gas price agreement with Brenntag Southwest, Inc. for a one (1) year period in an amount not to exceed \$102,250.00. The City of Bryan shall have the option of extending this price agreement, subject to approval of funding and review of the service provided by the vendor, for two (2) additional one (1) year terms to be extended one (1) year at a time. The agreement also allows for a price escalation, capped at 8% over the two (2) additional one (1) year extension periods.</p>			
STAFF ANALYSIS AND RECOMMENDATION: Water Services respectfully request the City Council approve this price agreement with Brenntag Southwest, Inc. of Houston, Texas in the amount of \$102,250.00. Chlorine is a critical component in the disinfection of drinking water and wastewater treatment effluent. The Texas Commission on Environmental Quality (TCEQ) requires the use of chlorine in the treatment of all water for potable use. TCEQ also requires that all treated effluent from a wastewater treatment plant undergo disinfection from an approved method before being released into the waterways of Texas. The City currently uses chlorine gas to meet this permit requirement.			
OPTIONS (In Suggested Order of Staff Preference):			
<ol style="list-style-type: none"> 1. Approve the award of a one year price agreement with Brenntag Southwest, Inc. 2. Do not approve the award of a one year price agreement with Brenntag Southwest, Inc. and award to next low bidder, which may require consideration at a future City Council meeting. 3. Re-bid. 			

4. Provide staff other direction.

ATTACHMENTS:

1. Bid Tabulation
2. Bid Document

FUNDING SOURCE: Water/Wastewater Operating Fund

APPROVALS: Jayson E. Barfknecht 08/14/13; Hugh R. Walker, 08/14/2013

APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 08-30-2013

APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 09-02-2013

Revised 04/2013

All bids submitted are reflected on this bid tab sheet. However, the listing of a bid should not be construed as any indication that the City accepts such bid as responsive. The City will notify the successful bidder upon award of contract.				Brenntag Southwest, Inc.		DXI Industries	
Certification from bid package (Y/N)				Y		Y	
Acknowledged Addendum #1 (Y/N)				Y		Y	
Prompt Payment Discount:				N		N	
References (Y/N)				Y		Y	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
CITY OF COLLEGE STATION							
1	120	cyl	One (1) ton cylinders of chlorine	\$406.00	\$48,720.00	\$433.00	\$51,960.00
CITY OF COLLEGE STATION TOTAL BID AMOUNT				\$48,720.00		\$51,960.00	
CITY OF BRYAN							
1	235	cyl	One (1) ton cylinders of chlorine	\$406.00	\$95,410.00	\$433.00	\$101,755.00
2	90	cyl	150 pound cylinders of chlorine	\$76.00	\$6,840.00	\$74.00	\$6,660.00
CITY OF BRYAN TOTAL BID AMOUNT				\$102,250.00		\$108,415.00	



**ANNUAL PRICE AGREEMENT
AND
SPECIFICATIONS
FOR LIQUID CHLORINE**

RFB #13-054

BID OPENING DATE: Tuesday, August 13, 2013 @ 2:00 P.M. CST

Bids will be received at the City of Bryan Purchasing Department, PO Box 1000, 1309 E. Martin Luther King, Bryan, TX 77803, until Tuesday, August 13, 2013, at 2:00 p.m. CST, and publicly opened and read aloud. Questions and inquiries about this request for proposals shall be submitted in writing via the Q&A feature available through Brazos Valley Online Bidding System at <https://brazosbid.cstx.gov> . The deadline for written questions is Tuesday, August 06, 2013 at @ 2:00 P.M. CST. Clearly mark return bid envelope with Bid #13-054 and Bid Opening Date.

INTRODUCTION

The **City of Bryan** has joined with the **City of College Station** (participating entity) in soliciting bids for an annual price agreement for **Liquid Chlorine** with the following definitions, term and conditions of bidding. Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

NOTE: Bid opportunities are posted on the City of Bryan's On-Line Bidding System at <https://brazosbid.cstx.gov/> . Some bids, but not all, are conducive to receipt of bids via the On-Line Bidding System. These bids are encrypted and remain effectively locked until the due date and time. If you are interested in submitting your bid on-line, you must be registered with the City of Bryan. To register, please visit the Brazos Valley On-Line Bidding System website and click on New Vendor Registration. Please note that the City of Bryan is not responsible for high internet traffic/demand at or near the time the response packages are due and that firms submitting their response package during peak traffic times risk their submittal not being received by the due date and time.

DEFINITIONS, TERMS AND CONDITIONS

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Bryan Purchasing Department, unless otherwise specified elsewhere in this bid

request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

CITY OF BRYAN – Same as City.

CITY OF COLLEGE STATION – Same as City.

CITY COUNCIL – The elected officials of the Cities of Bryan and College Station, Texas who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the Cities and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

CONTRACTOR – The successful Bidder(s) of this bid request.

CITY – The government of the City of Bryan, Texas and the City of College Station, Texas

OWNER - City of Bryan and City of College Station

SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

SUPPLIER – Same as Contractor.

Acceptance

Upon acceptance and approval by the City Council, or their designated official, this bid effects a working contract between the City and the successful bidder for the period designated. A City of Bryan and City of College Station Purchase Order is required prior to the delivery of any goods or services provided to the City.

All bids will remain subject to acceptance, for 90 days after the date of the Bid opening.

Addenda

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owners are not bound by any oral representations, clarifications, or changes made in the written specification by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing Agent.

Addenda will be transmitted to all that are known to have received a copy of the bid documents and specifications. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda to check all avenues of document availability prior to the opening date and time. Bidder shall acknowledge receipt of all addenda.

Advertisement

The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.

Applicable Laws

All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of Bryan and the City of College Station. The laws of the state of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.

Assignments

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owners and any sureties.

Award of Contract

Contract may be awarded to the bidder who provides goods or services at the best value for the Cities. In determining the best value for the Cities, the Cities may consider, but are not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;
- d. the quality of the bidder's goods or services;
- e. the extent to which the goods or services meet the City's needs;
- f. the bidder's past relationship with the City;
- g. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- h. delivery terms;
- i. payment terms;
- j. availability of repair and maintenance parts;
- k. financial condition;
- l. products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
- m. the total long-term cost to the City to acquire the bidder's goods or services; and
- n. any relevant criteria specifically listed in this request for bid.

Although the cost of products to be provided is an essential part of the Bid, the Cities are not obligated to award a contract on the sole basis of cost.

Brand Names

Whenever in this invitation, any particular materials, process and /or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal."

Business Practices

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Cancellation

The Cities reserve the right to cancel this contract or any portion thereof immediately should supplier's delivery or service be unsatisfactory or for suppliers failure to comply with terms stated in contract.

Certification

Bids must be completed and submitted on the form included within the specifications of this bid. Certification of Bid must be fully completed.

Collusion

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Communication

The Cities shall not be responsible for any verbal communication between any employee of the Cities and potential bidder(s). Only written specifications and price quotations will be considered.

Confidentiality

Public agencies in Texas are subject to the Public Information Act.

Delivery

All prices quoted shall be F.O.B. City of Bryan and F.O.B. City of College Station (based on delivery location). No freight or delivery charges will be accepted unless shown on bid.

Electronic Documents

Bidders may be supplied with the original documents in electronic form to aid in the preparation of bid(s). By accepting these electronic documents, Bidders agree not to edit or change the language or format of these documents. Submission of a proposal by Bidder signifies full agreement with this requirement.

Exceptions

The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Extension of Contract - City of Bryan

Upon completion of the term of the original contract and upon the mutual agreement of both parties, the contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original contract, provided, that the unit prices bid in the original contract may, by mutual agreement, be increased by no more than eight percent (8%) of the original contract price. Contracts are extended upon mutual agreement of both Vendor and the City. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Extension of Contract – City of College Station

Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) years [three (3) years total]. The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than eight percent (8%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Escalation/De-Escalation Clause – City of Bryan and City of College Station

The parties agree that the supplier has based its bid on certain pricing assumptions of materials to be incorporated into the work specified herein. However, the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases could occur that are beyond the control of the supplier, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase to the supplier of the material(s) specified herein, the supplier may request an equitable

adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index shall be referred to as the materials index.

Bids may only be adjusted semi-annually. Supplier(s) are required to give a 30 day written notice before price increases.

The bid, as submitted herein, is considered the base price for the materials specified herein as of September 2013 and shall remain in effect for 6 months, hereafter called the reference base period. Prices may be adjusted semi-annually on March 24th and September 24th of each year, based upon the percent changes (whether up or down) in the special index specified herein, between the reference base period September 2013 and March or September of the most recent year. All calculations for the special index shall be based upon the latest versions of the Producer Price Index data published as of March 24th and September 24th.

Under no circumstances shall the bid prices increase, aggregately, more than eight percent (8%) during the course of the agreement and any subsequent renewals.

Any agreement awarded with an escalation clause shall be subject to de-escalation provisions in the same or similar manner in the event of cost reductions.

Financial Condition

Contractor must provide audited financial statements, if requested, to the Cities.

Fiscal Funding

This contract includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

Forms

Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal. When discrepancies occur between words and figures, the words shall govern.

Indemnification

The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

Independent Contractor

Nothing in this bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

Interlocal Agreement

Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of Bryan or the City of College Station.

Notification

The Cities uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: Cities website or the Cities Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda

which could ultimately render your bid non-compliant. Cities accepts no responsibility for the receipt or notifications of solicitations through any other source.

Management

Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

No Bid

If unable to bid, please sign and return this form by return mail, advising reason for not submitting quotation.

Payment Terms

Invoices must be submitted by the vendor in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. Invoices for the purchases made by the City of Bryan must be submitted by the vendor in duplicate to the City of Bryan, Finance Department, P.O. Box 1000, Bryan, Texas 77805, (979) 209-5080. If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on the invoice. All invoices to be paid in full within 30 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before orders are placed. The Cities will not be liable for payment of invoices received more than (60) days after delivery of order, or completion of services.

Priority of Documents

In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the latter will take precedence.

Prompt Payment

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid proposal form. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

Quantities

Quantities indicated in the Bid are estimated based upon the best available information. The Cities reserve the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices bid.

Receipt of Bids

Bids must be received by the Purchasing Department prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must insure that the bid is actually delivered. Bids received after that time will be returned unopened to the bidder. **Faxed bid responses are not acceptable.** Bids submitted on the On-Line Bidding System must be received prior to the time and date specified. No exceptions for computer or network failures will be allowed. Please give yourself adequate time to navigate the on-line bidding system and submit on-line bids prior to the due date and time.

Reimbursements

There is no expressed or implied obligation for the Cities to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the Cities will not reimburse

responding firms for these expenses, nor will the Cities pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

Reservations

The Cities reserve the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the Cities. The Cities reserve the right to reject any bid that does not fully respond to each specified item.

Samples

Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall upon request be returned at the bidder's expense.

Satisfaction

Acceptance of merchandise, work, or equipment provided shall be made by the Cities at the sole discretion of its City Council. All terms and conditions of the contract, and specifications must be satisfactorily met; including the submission to the City of any and all documentation as may be required before award recommendation will be submitted to City Council.

Severability

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

Standard Contracts

Should this bid include any of the Cities Standard Contracts (Attachment A), all bidders shall be required to thoroughly read and understand the terms, conditions and provisions in these documents. The successful bidder shall be responsible for compliance with these terms and conditions. In the event that this bid is awarded to your company, the executed contract and purchase order subsequently issued will become the official documents to supply product(s) or services(s) to Cities. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to Cities standard contracts may cause bid to be considered non-responsive.

Tax Exempt

Owners are exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.

Term of Contract

This contract shall become effective from date of acceptance and approval by the City of College Station and the City of Bryan. It shall remain in full force and effect with firm fixed bid prices for the term of the original contract.

Title and Risk of Loss

Title and Risk of Loss of the goods shall not pass to the Cities until the Cities actually accepts and takes possession of the goods at the point or points of the delivery.

Unit Prices

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The Owner reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

Venue

Any resulting contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas

Withdrawal

Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal submitted to the Purchasing Agent in writing. Owners reserve the right to reject any and all bids by reason of this request.

SPECIAL PROVISIONS

Assembly

The unit(s) shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment installed, and the unit made ready for continuous operation unless otherwise specified in bid document.

Bid Literature

Bidders must submit with their bid, or have on file the latest printed literature and detailed specifications on equipment or material the bidder proposes to furnish. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive-not restrictive and is indicative of the type and quality the Cities desire to purchase.

Delivery

All deliveries for the City of Bryan are to be made F.O.B. City of Bryan Purchasing Department located at 1309 E. Martin Luther King, Jr. Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days.

All deliveries for the City of College Station are to be made F.O.B. City of College Station, ATTN Central Receiving, 1601 Graham Road, College Station, TX 77845, during regular working days, and between the hours of 8:00 a.m. and 4:00 p.m., unless otherwise requested by the City.

Regulations and Standards

The unit(s) provided shall meet or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and applicable to equipment furnished at the time of manufacture.

Vendor's Sales Territory

Cities waive any responsibility or liability for vendors bidding products or services "outside" their authorized territory by manufacturer or product line. Any vendor bidding outside an approved manufacturer line does so at his own risk and discretion. Vendor shall comply with all sales terms according to original bid and purchase order regardless of claim or dispute with product line representatives.

Warranty

Warranty shall be for both labor and materials for a minimum period of one (1) year on any products or services provided to the Cities, unless specified and agreed upon otherwise.

Material Safety Data Sheets

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communication Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Workmanship

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

Variations

Any variation from these specifications must be indicated on the Bid or on a separate attachment to the Bid. This sheet shall be labeled as such.

CITY OF BRYAN

INSURANCE REQUIREMENTS

The contractor agrees to maintain the coverage's, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor

not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage.

Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Risk Management
P O Box 1000
Bryan, TX 77805

CITY OF COLLEGE STATION
INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation

- II. General Requirements Applicable to All Policies:
 - A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - C. "Claims Made" policies are not accepted.
 - D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
 - E. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
 - F. The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

- III. Commercial General Liability
 - A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
 - B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
 - C. Coverage shall be at least as broad as ISO form GC 00 01.
 - D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

- V. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before work commences.

VI. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- B. Workers compensation insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

“A. *Definitions:*

Certificate of coverage (“certificate”) – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor’s/person’s work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractors” in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) *a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
- (2) *no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
- (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
- (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) *A certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any*

change that materially affects the provision of coverage of any person providing services on the project; and

(7) *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

K. *The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*

VII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- A. The company is licensed and admitted to do business in the State of Texas.
- B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- C. All endorsements and insurance coverages according to requirements and instructions contained herein.
- D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
- E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**RFB No. 13-054
Annual Price Agreement for Liquid Chlorine****SCOPE AND INTENT**

The City of Bryan and the City of College Station (participating entity) are soliciting bids to establish annual price agreements for Liquid Chlorine. It is the intent of the Cities and participating entity to establish annual agreements with one vendor to supply all commodities outlined in this bid; however, the Cities reserve the right to award to separate bidders. The estimated quantities are estimates only and do not constitute a guarantee that the Cities will equal these estimates in future years. Quantities may increase or decrease depending on need.

DELIVERY

- Packaging and shipment of product and placarding of delivery vehicle shall conform to the current U.S. Department of Transportation (DOT) and other federal, state, and local requirements.
- Unit pricing must include all costs for delivery, unloading, and container rental.
- Shipments shall be made between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday unless otherwise approved in advance by the Cities. Deliveries will not be accepted on the following holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Easter, Memorial Day, Labor Day, Thanksgiving, the Day after Thanksgiving, Christmas Eve, and Christmas Day.
- Deliveries shall be made within three (3) working days of order.
- Contractor shall provide all labor and equipment necessary to unload and transport product.
- The Contractor's vehicle shall be capable of unloading and loading of cylinders through means of a hydraulic or other system allowing the Contractor to articulate, position, load, and unload cylinders from the vehicle's control station. The Contractor's vehicle must be equipped to allow loading and unloading of cylinders from all sides of the storage bed.
- The Contractor shall provide a minimum of one (1) training session per contract term addressing proper storage, handling, response, and emergency action for chlorine gas if requested.
- Delivery truck shall have the Company name displayed on the side of the truck.
- Delivery driver shall have a photo ID displayed or available.
- Delivery is to be made to the following locations:

CITY OF BRYAN LOCATIONS**1 Ton Cylinders****Wastewater Treatment Plant #1**

300 Park Road
Bryan, Texas 77802.

Waste Water Treatment Plant #2

2028 Quality Park Lane
Bryan, Texas 77803.

Well Field Pump Station

5439 North Texas Avenue
Bryan, TX 77803

150 lb. Cylinders

Wastewater Treatment Plant #4

6189 Foster Rd.
Bryan, Texas 77807

CITY OF COLLEGE STATION LOCATIONS

1 Ton Cylinders

Sandy Point Pump Station
7290 Sandy Point Rd.
Bryan, TX 77806

Dowling Road Pump Station
401 North Dowling Rd.
College Station, TX 77842

LIQUID CHLORINE SPECIFICATIONS

- All liquid chlorine and containers supplied by this bid shall conform fully to AWWA B301-4 Standard for liquid chlorine.
- The liquid chlorine supplied shall be standard liquid chlorine for use as a disinfectant for water and wastewater treatment. The chlorine shall be 99.5% pure by volume as obtained from vaporized liquid chlorine.
- The City may require that a sample of liquid chlorine be tested to determine the accuracy of the Contractor's stated purity. Analysis of the sample shall be performed in a laboratory of the City's choice. Laboratory costs for sample purity will be paid by the Contractor.

Parameter	Maximum	Minimum
Chlorine, wt%		99.5
Moisture, ppm	50.00	
Chloroform, ppm	50.00	
Carbon Tetrachloride, ppm	15.00	
Non Volatile Residue, ppm	50.00	

SAFETY REQUIREMENTS

- Contractor shall provide a MSDS for the first product shipment and again as amendments or changes are made to the MSDS.
- All chlorine containers will be carefully examined upon receipt. Any containers which exhibit evidence of leakage, structural damage, corrosion, metal fatigue, improper handling or filling, excessive layers of loose and peeling paint, or insufficient maintenance shall be rejected and removed from the site. No charge will be assessed to the Cities for containers failing to meet acceptance policy.
- Any container arriving with a pressure exceeding the vapor pressure of the liquid chlorine shall be rejected. No charge will be assessed to the Cities for containers failing to meet acceptance policy.

- All valves shall be clean, free of dirt, and able to be operated by the use of conventional tools designed for that purpose. Containers having valves that cannot be operated by the use of conventional tools shall be rejected. No charge will be assessed to the Cities for containers failing to meet acceptance policy.
- The net weight and tare weight of each container shall be affixed to each container in a secure manner. Each cylinder shall have an affixed indicator notating valve position.
- The supplier shall be responsible for the clean-up of any chemical spill or release which occurs during the unloading of the container. All spills must be cleaned up and properly disposed of by the Contractor prior to leaving the treatment facility.
- Delivery drivers must be experienced and trained in Chlorine MSDS and chlorine leak response protocols. Training records may be requested by Cities to ensure compliance with EPA regulations.
- *Vendor will be required to provide one annual safety training event for each City. The training shall cover basic information and recognized industry standards for delivery, collection, use, and leak response associated with chlorine gas.*

EMERGENCY RESPONSE

- Bidders shall state “yes” or “no” with regard to whether they will provide an appropriately trained emergency response crew and vehicle fully equipped with all necessary container repair kits and self-contained breathing apparatus to properly respond to an emergency arising from uncontrolled discharge of the material provided. (Specify on Bid Form)
- Contractor shall state what emergency response crew will be used in the event of release or spill. An emergency contact list identifying telephone numbers of response crews shall be provided to the Cities.
- The Contractor’s emergency response crew must be capable of responding to an emergency within two (2) hours of notification.
- Schedule of costs associated with emergency response services shall be provided as a separate attachment to this bid request.

QUANTITIES

Quantities indicated in the bid are estimated based on the best available information. The Cities reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

BID FORM

**Bid the units and quantities specified. Do not change the units or quantities.*

CITY OF COLLEGE STATION

Item No.	Estimated Quantity	Description	Unit Price	Total Price
1	120 Cylinders	One (1) ton cylinders of chlorine	\$	\$
CITY OF COLLEGE STATION TOTAL BID AMOUNT				\$

CITY OF BRYAN

Item No.	Estimated Quantity	Description	Unit Price	Total Price
1	235 Cylinders	One (1) ton cylinders of chlorine	\$	\$
2	90 Cylinders	150 pound cylinders of chlorine	\$	\$
CITY OF BRYAN TOTAL BID AMOUNT				\$

ADDITIONAL REQUIREMENT: Bidder shall state Yes or No with regards to Emergency Response Services and provide additional information as outlined on page 11 - 12 of 15.

Deliveries shall be made within three (3) working days of order.

City of College Station Orders: FOB College Station, TX

City of Bryan Orders: FOB Bryan, TX

Terms: Net 30

METHOD OF PAYMENT:

1) PAYMENT TERMS: Net 30

(Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2) PROMPT PAYMENT DISCOUNT: _____% 10 days

(e. g. 1% 10 days, 2% 10 days, 5% 10 days)

3) ELECTRONIC FUNDS TRANSFER DISCOUNT Yes No

--If "yes", discount offered: _____% (e.g. 1%, 2%, 5%)

Company Name: _____

CLIENT REFERENCES

References: The Cities will conduct reference checks as needed to evaluate bids. The Cities may contact those listed, and inclusion of this listing in your bid is agreement that the Cities may contact the named references. The Cities reserve the right to contact other companies or individuals that can provide information to the City that will assist the City in fully evaluating the Bidder.

All reference checks must show that the successful bidder is in good standing with their current and previous customers. All bidders are required to provide a minimum of five (5) references from current and recent clients of similar size.

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE/FAX/E-MAIL: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE/FAX/E-MAIL: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE/FAX/E-MAIL: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE/FAX/E-MAIL: _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE/FAX/E-MAIL: _____

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

Date: _____

END OF BID #13-054