



INVITATION TO BID, BID FORMS
AND BID SPECIFICATIONS FOR

ANNUAL SUPPLY CONTRACT FOR
LIQUID SODIUM CHLORITE, LIQUID CHLORINE,
PHOSPHATE BASED CORROSION INHIBITOR,
LIQUID FERROUS CHLORIDE and LIQUID FERROUS SULFATE

BID REFERENCE# 060910-S1

BIDS WILL BE RECEIVED UNTIL 1:30P.M. CST ON WEDNESDAY, JUNE 9, 2010
AT THE CITY OF VICTORIA, PURCHASING OFFICE,
1201 E. PINE STREET
VICTORIA, TEXAS 77901

AFTER 1:30P.M. CST ALL BIDS SHALL BE DELIVERED TO
CITY OF VICTORIA – 700 MAIN CENTER
702 N. MAIN STREET, SUITE 204
VICTORIA, TEXAS 77901

BID OPENING DATE: WEDNESDAY, JUNE 9, 2010 at 2:00P.M. CST
CITY OF VICTORIA – 700 MAIN CENTER
702 N. MAIN STREET, SUITE 204
VICTORIA, TEXAS 77901

PROJECT CONTACT PERSON

DONALD REESE

TELEPHONE: 361-485-3381

FAX: 361-485-3385

E-MAIL: drees@victoriatx.org

INVITATION TO BID

Bids, addressed to the City of Victoria, Purchasing Department, will be received for:

ANNUAL SUPPLY CONTRACT FOR SODIUM CHLORITE, CHLORINE, PHOSPHATE BASED CORROSION INHIBITOR, FERROUS CHLORIDE AND FERROUS SULFATE

in accordance with the specifications and contract documents. Bids will be received at the office of the City Purchasing Department, 1201 E. Pine Street, Victoria, Texas until 1:30 p.m. on Wednesday, June 9, 2010. After 1:30 p.m. all bids shall be delivered to 700 Main Center, 702 N. Main Street, Suite 204, Victoria, Texas 77901. Bids will be opened and publicly read aloud at **2:00 p.m on Wednesday, June 9, 2010** at 700 Main Center, 702 N. Main Street, Suite 204, Victoria, Texas 77901. Any bid received after 2:00 p.m. will be returned unopened. The envelope containing the bid shall be clearly marked "**Bid for Annual Supply Contract for Sodium Chlorite, Chlorine, Phosphate Based Corrosion Inhibitor, Ferrous Chloride and Ferrous Sulfate.**"

The City of Victoria reserves the right to reject any and/or all bids, to waive any and/or all formalities and to accept the one deemed most advantageous to the City of Victoria..

Lana Schultz,
Purchasing Agent
City of Victoria

**CITY OF VICTORIA, TEXAS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

PURCHASE CONTRACT

The successful bidder will be asked to enter into a contract with the City of Victoria. The contract will include the specifications herein listed and any other pertinent information.

DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used is merely descriptive, and not restrictive, unless otherwise noted and is used only to indicate type and quality of material. Bidders shall state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.

ANNUAL SUPPLY CONTRACTS

All quantities specified for these specifications are merely estimates and not actual order amounts. The actual quantities ordered may be more than or less than the quantities specified.

DISCOUNTS

Bids submitted will be considered as competitive and should reflect any and all discounts offered to the City of Victoria.

WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening. A bid that has been opened is not subject to amendment, alteration, or change for the purpose of correcting an error in the bid price. Bids containing an error may be offered "as is" or withdrawn by the bidder in accordance with applicable State Laws.

FIRM TIME OF BIDS

The Bidder shall state the length of time for which bid prices are firm. The City of Victoria requests a minimum of 30 days.

ORDER PLACEMENT

Orders will be placed by Purchasing Staff. A purchase order number is mandatory before delivery is scheduled by the vendor. The purchase order will specify the required delivery date and location. Orders will be placed in accordance with the lead-time as specified on the Bid Quotation Form, unless an emergency situation should develop. The successful bidder must provide current contact information and the preferred procedure for placing an order. An Acknowledgement of Order shall be provided to the City of Victoria Purchasing Department at 361-578-9478 Fax or E-mail rruiz@victoriatx.org.

LEAD TIME

Lead time must be specified on the Bid Quotation Form as to the number of calendar days from receipt of purchase order to release. Bids submitted on the basis of "as required" may be rejected as being non responsive.

INVOICING

Supplier shall invoice per shipment. Invoice shall be detailed, indicating date of delivery, quantity and price. Invoices are to be prepared in duplicate and submitted to: City of Victoria, Finance Office, P.O. Box 1758, Victoria, Texas 77902.

PAYMENT

Full payment will be made within 30 days of the delivery of processed base and the completion of the Purchase Order.

SALES TAX

These items will be exempt from payment of Sales and Local Sales Tax. The City of Victoria will furnish Exemption Certificate to successful bidder in the amount of merchandise cost, if required.

TRANSPORTATION

All bids must include the cost of transportation F.O.B. Victoria, Texas, 77901 to the address as designated in each product specification and confirmed on each purchase order.

IDENTIFICATION OF DRIVER OR DELIVERY PERSON

Supplier shall provide a faxed copy of the driver's valid driver's license or other picture identification card to the City at 361-485-3425 prior to each delivery so that the City can readily identify the driver as a representative of the supplier.

DELIVERY VEHICLE IDENTIFICATION

Supplier shall clearly mark all delivery vehicles with identification placards so that the City can readily identify the vehicle as one of the supplier's vehicles.

LATE BIDS

Bids received after the specified opening time and date will be returned to the Bidder unopened.

FUNDING SOURCE

The purchases will be funded by the City of Victoria Funds.

ADDENDA

Any interpretations, corrections or changes to this bid packet will be made by addenda and distributed by the Purchasing Department to all known prospective bidders on record. It is the sole responsibility of each prospective Bidder to verify that he/she has received all addenda issued before delivering their bid to the City. All bidders shall acknowledge receipt of all addenda with their bid or they will be declared non-responsive.

BID SUBMISSION

One Complete Bid document, which contains the Invitation to Bid, Bid Specifications and Bid forms must be returned in its entirety.

BID EVALUATION FACTORS

- A. The City retains the authority to award a bid based on findings in accordance with Texas Local Government Code § 271.905. If the City awards a bid based on Section 271.905, the City may condition such award on the awarded bidder providing additional requested information from the bidder and indemnifying the City for all costs of litigation arising from the use of said statute.
- B. Partial Awards. Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation. The City reserves the right to award a contract based on the "low total bid" for all items.

- C. Reservations. The City expressly reserves the right to:
1. Waive as an informality minor deviations from specifications that do not impair overall functions;
 2. Waive any defect, irregularity or informality in any bid or bidding procedure;
 3. Reject or cancel any or all bids;
 4. Reissue a bid invitation;
 5. Extend the bid opening time and date;
 6. Procure any item by other means;
 7. Increase or decrease the quantity specified in the bid invitation, unless the bidder specifies otherwise;
 8. Consider and accept an alternate bid as provided herein when most advantageous to the City.
 9. Negotiate with any bidder after proposals have been made regarding price, warranty, or any other factor being considered in reference to this proposal.

INDEMNIFICATION

The successful bidder shall defend, indemnify and hold harmless the City of Victoria and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees/expenses brought for any injuries to persons or damages to property in connection with this contract including any claims for damages accruing during the delivery of the item supplied hereunder. Any money due the successful bidder under this Contract as shall be considered necessary to the City of Victoria may be retained for the use of the City to secure this indemnity. The successful bidder expressly agrees to defend, indemnify and hold harmless the City of Victoria and its officer, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts of omissions, including negligence, of the City of Victoria, its officer, agents or employees.

**CITY OF VICTORIA, TEXAS
PURCHASE SPECIFICATIONS
FOR LIQUID SODIUM CHLORITE**

1. SCOPE

This specification covers Liquid Sodium Chlorite (PRODUCT) for the on-site generation of chlorine dioxide for use in the treatment of the City of Victoria's potable water supply.

2. AFFIDAVIT OF COMPLIANCE

Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the Product furnished will comply with American Water Works Association (AWWA) Standard for Sodium Chlorite ANSI/AWWA B303-05 <http://www.awwa.org/bookstore> or may be reviewed at the office of the City of Victoria Department of Public Works, and have National Sanitation Foundation (NSF Intl) certification. The chemicals and delivery pursuant to these Purchase Specifications shall comply with this ANSI/AWWA standard, except as specifically varied in these Purchase Specifications.

3. SHIPMENT REJECTION

Rejection of a shipment of PRODUCT will be handled in accordance with AWWA Standard B303-05 Section 5.11.

4. MATERIAL SPECIFICATIONS

The PRODUCT shall contain no impurities in quantities capable of producing deleterious or injurious effects upon the health of those consuming water to which the PRODUCT has been added or causing water so treated to fail to meet the requirements of the U.S. Environmental Protection Agency Primary Drinking Water Regulations and be NSF approved. The PRODUCT supplied under this specification shall contain approximately 25% sodium chlorite.

5. SAMPLING, PACKING, SHIPPING AND MARKING

Samples will be taken in accordance with Standard B303-05, Sections 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.6, and 5.1.7. The PRODUCT is to be shipped by tank truck equipped with its own self-unloading equipment. The tank truck is to comply with Department of Transportation regulations. A statement showing the net weight of the contents, name of manufacturer and brand name shall accompany each shipment. Additionally, each shipment must be accompanied by an analysis as proof that the shipment meets the AWWA Standard for sodium chlorite. All trailers containing shipments shall be properly marked with placards according to DOT regulations.

6. SAMPLE TESTING

The vendor shall test samples in accordance with the AWWA Standard B303-05 Sections 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9 and 5.10.

7. CITY SAMPLING

The City reserves the right to sample and test each truckload of PRODUCT prior to off-loading of the shipment to ensure compliance with these specifications. The City may reject any deliveries not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of these specifications.

8. CITY STORAGE CAPACITY

One 5,000 gallon tank at the City of Victoria Surface Water Treatment Plant, 2902 Bluff Street, Victoria, Texas 77901.

9. DELIVERY

The PRODUCT shall be delivered by bulk truckload in quantities not to exceed 4,000 gallons per load. The tank truck must be equipped with self-loading and unloading equipment. Delivery is to be F.O.B. City of Victoria Surface Water Treatment Plant, 2902 Bluff Street, Victoria, Texas 77901. Deliveries will be accepted Monday through Friday only, between 8:00 a.m. and 4:00 p.m.

10. ORDER QUANTITY

The estimated annual usage is 120 liquid tons of 25% solution. The City reserves the right to purchase according to actual need and may or may not purchase the estimated quantity.

12. WEIGHT TICKETS

Certified weight tickets are to be submitted upon delivery for each shipment.

13. LAB ANALYSIS

Supplier shall provide a certified lab analysis of each shipment upon delivery.

14. ORDER PLACEMENT

Supplier shall furnish the contact information and the preferred method for placing an order below:

(Name)	(Phone)	(Fax)	E-mail

15. BIDDER INFORMATION

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Firm Name: _____ Telephone No.: _____

Address: _____ Fax Number: _____

Signature of Authorized Representative: _____

**CITY OF VICTORIA, TEXAS
PURCHASE SPECIFICATIONS
FOR
LIQUID CHLORINE**

The City of Victoria will accept sealed bids for one-ton containers of Chlorine. (PRODUCT) These quantities are merely an estimate of annual usage - not actual order amounts. During the period of the purchase contract, the City will buy only the actual quantity of PRODUCT required, and it will neither be obligated to the purchase of, nor limited to, the exact quantities listed above. PRODUCT will be ordered on an "as needed" basis throughout the year.

1. DESCRIPTION:

The PRODUCT must meet industry standards for the purification of water in order to provide potable water suitable and safe for human consumption. The PRODUCT shall be furnished in one ton cylinders. It shall be the responsibility of the supplier to unload and place the containers in the designated locations and pick up the empty containers. The delivery of PRODUCT will be on an "as needed" basis.

2. AFFIDAVIT OF COMPLIANCE

Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the PRODUCT furnished will comply with American Water Works Association (AWWA) Standard for Liquid Chlorine ANSI/AWWA B301-10, <http://www.awwa.org/bookstore> or may be reviewed at the office of the City of Victoria Department of Public Works and have National Sanitation Foundation (NSF Int'l.) certification. The chemicals and delivery pursuant to these Purchase Specifications shall comply with this ANSI/AWWA standard, except as specifically varied in these Purchase Specifications.

3. DELIVERY

Deliveries will be accepted Monday through Friday only, between 8:00 a.m. and 4:00 p.m. (Central Standard Time). Deliveries are to be F.O.B. Victoria, Texas. Possible delivery addresses are listed below and will be designated on each purchase order issued.

- 3.1 Surface Water Treatment Plant, 2902 Bluff Street, Victoria, TX 77901
- 3.2 Water Plant #3, 3209 N. Ben Jordan, Victoria, TX 77901
- 3.3 Regional Wastewater Treatment Plant, 923 US Highway 59 South, Victoria, TX 77901
- 3.4 Willow Street Wastewater Treatment Plant, 1509 Willow St., Victoria, TX 77901

4. CONTRACT:

This contract shall be for a period of one year with the option for renewal for an additional three one year periods if agreeable with both the successful bidder and the City of Victoria.

5. ORDER PLACEMENT

Supplier shall furnish the contact information and the preferred method for placing an order below:

(Name)	(Phone)	(Fax)	E-mail
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6. BIDDER INFORMATION

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Firm Name: _____ Telephone No.: _____

Address: _____ Fax Number: _____

Signature of Authorized Representative: _____

**CITY OF VICTORIA, TEXAS
PURCHASE SPECIFICATIONS
FOR
PHOSPHATE BASED CORROSION INHIBITOR**

1. SCOPE

This specification covers Phosphate-Based Corrosion Inhibitors (PRODUCT) for use in the treatment of the City of Victoria's potable water supply.

2. AFFIDAVIT OF COMPLIANCE

Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the PRODUCT furnished will comply with the Specifications and have National Sanitation Foundation (NSF) certifications.

3. SHIPMENT REJECTION

Rejection of a shipment of PRODUCT that does not meet specifications will be at the sole discretion of the City's Director of Public Works, or his authorized representative and will result in the vendor being responsible for payment for any return freight as well as the provision of another shipment of PRODUCT meeting specifications.

4. MATERIAL SPECIFICATIONS

4.1 GENERAL SPECIFICATIONS

The PRODUCT must be NSF certified for use in public water systems. The PRODUCT must control corrosion in the City's distribution system over broad temperature ranges and changes in water quality. The PRODUCT should control corrosion on both ferrous and non-ferrous systems. The PRODUCT must control scale deposits in the system when used in accordance with manufacturer's recommendations.

The PRODUCT should be stable during storage and easily applied by metering pumps. The PRODUCT must be freeze/thaw stable and require only agitation to restore to soluble and reusable form.

4.2 PRODUCT SPECIFICATIONS

For the purpose of controlling corrosion and scaling in the City's water system, it is our intent to limit the liquid blended phosphates to Nalco C4, Calgon C4 or equivalent meeting the following specifications:

Appearance:	Water White
Odor:	None
PH:	6.5
Density:	11.4 lbs./gal.
Total PO4:	30% Active*
Ortho PO4 expressed as PO4:	15%
Poly PO4 expressed as PO4:	15%

*1:1 Ratio, Poly to Ortho Phosphate

The PRODUCT shall contain no impurities in quantities capable of producing deleterious or injurious effects upon the health of those consuming water to which the PRODUCT has been added or causing water so treated to fail to meet the requirements of the U.S. Environmental Protection Agency Primary Drinking Water Regulations and shall be NSF approved.

5. SAMPLING, PACKING, SHIPPING AND MARKING

The vendor shall take three 1-liter samples of the product prior to dispensing into the City of Victoria's bulk storage facilities. One of these samples shall be sealed and retained by the delivery person for future analysis by the vendor if required. The remaining two samples shall be sealed and given to the City of Victoria's plant operator. One of these samples will be for immediate analysis to determine compliance with these specifications and will be used to determine whether the shipment is accepted or rejected. The remaining sample shall remain sealed for future analysis if required.

The PRODUCT is to be shipped by tank truck equipped with its own self-unloading equipment. The tank truck is to comply with all applicable U.S. and Texas Department of Transportation regulations. A statement showing the net weight of the contents, name of the manufacturer and brand name shall accompany each shipment. Additionally, each shipment must be accompanied by an analysis as proof that the shipment meets these specifications. All trailers containing shipments shall be properly marked with placards according to DOT regulations.

6. SAMPLE TESTING

At the request of the City's Representatives, the vendor shall perform laboratory analysis and corrosion rate monitoring of the water treated with the product sufficient to ensure that the product meets or exceeds the City's current water quality parameters at no cost to the City. Periodic analysis will be required during the term of the contract to aid in determining product dosage recommendations and performance.

Sample testing shall provide the following data:

- Total Alkalinity
- PH
- Calcium hardness
- Conductivity
- Iron*
- Copper*
- Corrosion Data (Electronic Corrosion Meter)

*By Atomic Absorption

7. CITY SAMPLING

The City reserves the right to sample and test each truckload of PRODUCT prior to offloading of the shipment to ensure compliance with these specifications. The City may reject any deliveries not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

8. CITY STORAGE CAPACITY

Two 2,200-gallon tanks at the City of Victoria Surface Water Treatment Plant at 2902 Bluff Street, Victoria, Texas 77901.

9. DELIVERY

The PRODUCT shall be delivered by bulk truckload in quantities not to exceed 3,000 gallons per load. The tank truck must be equipped with self-loading and unloading equipment. Delivery is to be F.O.B. City of Victoria Surface Water Treatment Plant, 2902 Bluff Street, Victoria, Texas 77901. Deliveries will be accepted Monday through Friday only, between 8:00 a.m. and 4:00 p.m.

10. ORDER QUANTITY

The estimated annual usage is 75 liquid tons of solution. The City reserves the right to purchase according to actual need and may or may not purchase the estimated quantity.

11. WEIGHT TICKETS

Certified weight tickets are to be submitted upon delivery for each shipment.

12. LAB ANALYSIS

Supplier shall provide a certified lab analysis of each shipment upon delivery.

13. ORDER PLACEMENT

Supplier shall furnish the contact information and the preferred method for placing an order below:

(Name)	(Phone)	(Fax)	E-mail

14. BIDDER INFORMATION

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Firm Name: _____ Telephone No.: _____

Address: _____ Fax Number: _____

Signature of Authorized Representative: _____

**CITY OF VICTORIA, TEXAS
PURCHASE SPECIFICATIONS
FOR
LIQUID FERROUS CHLORIDE**

1. SCOPE

This specification covers Liquid Ferrous Chloride (PRODUCT) for use in the treatment of the City of Victoria's potable water supply.

2. AFFIDAVIT OF COMPLIANCE

Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the PRODUCT furnished will comply with the Specifications and have National Sanitation Foundation (NSF) certifications.

3. SHIPMENT REJECTION

Rejection of a shipment of PRODUCT that does not meet specifications will be at the sole discretion of the City's Director of Public Works, or his authorized representative and will result in the vendor being responsible for payment for any return freight as well as the provision of another shipment of PRODUCT meeting specifications.

4. GENERAL MATERIAL SPECIFICATIONS

The PRODUCT must be NSF certified for use in public water systems. PRODUCT should be stable during storage and must be easily applied by metering pumps.

5. PRODUCT SPECIFICATIONS

The purpose of PRODUCT is destructing chlorite ions that are by-products of the chlorine dioxide disinfection process in the City's water system. It is the City's intent to limit the PRODUCT to that meeting the following specifications and other product types will not be considered.

Appearance:	Light Green
Odor:	Slight Acidic Odor
PH:	Less than 1
Specific Gravity (20° C)	1.18 – 1.32
Ferrous Chloride	18-28%
Hydrochloric Acid	Less than 5%

The PRODUCT shall contain no impurities in quantities capable of producing deleterious or injurious effects upon the health of those consuming water to which the PRODUCT has been added or causing water so treated to fail to meet the requirements of the U.S. Environmental Protection Agency Primary Drinking Water Regulations and shall be NSF approved.

6. SAMPLING, PACKING, SHIPPING AND MARKING

The vendor shall take three 1-liter samples of the PRODUCT prior to dispensing into the City of Victoria's bulk storage facilities. One of these samples shall be sealed and retained by the delivery person for future analysis by the vendor if required. The remaining two samples shall be sealed and

given to the City of Victoria's plant operator. One of these samples will be for immediate analysis to determine compliance with these specifications and will be used to determine whether the shipment is accepted or rejected. The remaining sample shall remain sealed for future analysis if required.

The PRODUCT is to be shipped by tank truck equipped with its own self-unloading equipment. The tank truck is to comply with all applicable U.S. and Texas Department of Transportation regulations. A statement showing the net weight of the contents, name of the manufacturer and brand name shall accompany each shipment. Additionally, each shipment must be accompanied by an analysis as proof that the shipment meets these specifications. All trailers containing shipments shall be properly marked with placards according to US Department of Transportation regulations.

7. SAMPLE TESTING

The City reserves the right to sample and test each truckload of PRODUCT prior to offloading of the shipment to ensure compliance with these specifications. The City may reject any delivery not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

8. CITY STORAGE CAPACITY

Three 2,500 gallon tanks at the City of Victoria Surface Water Treatment Plant at 2902 Bluff Street, Victoria, Texas 77901.

9. DELIVERY

The PRODUCT shall be delivered by bulk truckload in quantities not to exceed 4,800 gallons per load. The tank truck must be equipped with self-loading and unloading equipment. Delivery is to be F.O.B. City of Victoria Surface Water Treatment Plant, 2902 Bluff Street, Victoria, Texas 77901. Deliveries will be accepted Monday through Friday only, between 8:00 a.m. and 4:00 p.m.

10. ORDER QUANTITY

The estimated annual usage is 250 liquid tons of solution. The City reserves the right to purchase according to actual need and may or may not purchase the estimated quantity.

11. WEIGHT TICKETS

Certified weight tickets are to be submitted upon delivery for each shipment.

12. LAB ANALYSIS

Supplier shall provide a certified lab analysis of each shipment upon delivery.

13. ORDER PLACEMENT

Supplier shall furnish the contact information and the preferred method for placing an order below:

(Name) (Phone) (Fax) E-mail

14. BIDDER INFORMATION

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Firm Name: _____ Telephone No.: _____

Address: _____ Fax Number: _____

Signature of Authorized Representative: _____

**CITY OF VICTORIA, TEXAS
PURCHASE SPECIFICATIONS
FOR LIQUID FERROUS SULFATE**

1. SCOPE

This specification covers Liquid Ferrous Sulfate (PRODUCT) for odor control in the City of Victoria's wastewater collection system.

2. AFFIDAVIT OF COMPLIANCE

Bidders must submit with the bid proposal, an affidavit of compliance acknowledging that the PRODUCT furnished will comply with American Water Works Association (AWWA) Standard for Liquid Ferrous Sulfate ANSI/AWWA B402-06 <http://www.awwa.org/bookstore> or may be reviewed at the office of the City of Victoria Department of Public Works. The chemicals and delivery pursuant to these Purchase Specifications shall comply with this ANSI/AWWA standard, except as specifically varied in these Purchase Specifications.

3. SHIPMENT REJECTION

Rejection of a shipment of PRODUCT will be handled in accordance with AWWA Standard B402-06 Section 5.3.

4. MATERIAL SPECIFICATIONS

The PRODUCT shall contain no impurities in quantities capable of producing deleterious or injurious effects upon the health of those consuming water that the PRODUCT has been applied to that has been properly treated. In addition, the PRODUCT supplied shall not contain any substances in quantities that will result in treated sludge that will be designated as hazardous wastes by local, state or federal authorities. The PRODUCT supplied under this specification shall contain approximately 25% ferrous sulfate and 5% iron and shall have a pH of approximately 2.0.

5. SAMPLING, PACKING, SHIPPING AND MARKING

The vendor shall take samples in accordance with Standard B402-06, Sections 5.1.1, 5.1.3, 5.1.4, 5.2 and 5.1.5. The PRODUCT shall be shipped by tank truck equipped with its own self unloading equipment. The tank truck shall comply with US Department of Transportation regulations. A statement showing the net weight of the contents, name of manufacturer and brand name shall accompany each shipment. Additionally, each shipment must be accompanied by an analysis as proof that the shipment meets the AWWA Standards. All trailers containing shipments shall be properly marked with placards according to DOT regulations.

6. SAMPLE TESTING

The vendor shall test samples in accordance with the AWWA Standard B402-06 Sections 5.2.1, 5.2.2.2, 5.2.4, 5.2.4.1, 5.2.4.2, 5.2.4.3, 5.2.5, 5.2.5.1, 5.2.5.1.1, 5.2.5.1.2, 5.2.5.1.3, 5.2.5.2, 5.2.5.3, 5.2.6, 5.2.6.1, 5.2.6.2, 5.2.6.3, and 5.2.6.4.

7. CITY SAMPLING

The City reserves the right to sample and test each truckload of PRODUCT prior to off loading of the shipment to ensure compliance with these specifications. The City may reject any deliveries not

meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

8. CITY STORAGE CAPACITY

- a. One 4,000-gallon tank and one 6,000-gallon tank at the City of Victoria Airline Road Lift Station, 2201 East Airline Road, Victoria, Texas 77901.
- b. One 6,000 gallon tank at Fire Station #5, 9508 Zac Lentz Parkway, Victoria, Texas 77904.

9. DELIVERY

The PRODUCT shall be delivered by bulk truckload in quantities not to exceed 4,800 gallons per load. The tank truck must be equipped with self-loading and unloading equipment. Delivery is to be F.O.B. City of Victoria Airline Road Lift Station, 2201 East Airline Road and/or 9508 Zac Lentz Parkway, Victoria, Texas. Loads may be split between storage tank sites at the City's request. No additional charge will be allowed for split loads. Deliveries will be accepted Monday through Friday only, between 8:00 a.m. and 4:00 p.m.

10. ORDER QUANTITY

The estimated annual usage is 400 liquid tons of solution. The City reserves the right to purchase according to actual need and may or may not purchase the estimated quantity.

11. WEIGHT TICKETS

Certified weight tickets are to be submitted upon delivery for each shipment.

12. LAB ANALYSIS

Supplier shall provide a certified lab analysis of each shipment upon delivery.

13. ORDER PLACEMENT

Supplier shall furnish the contact information and the preferred method for placing an order below:

(Name) (Phone) (Fax) E-mail

14. BIDDER INFORMATION

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Firm Name: _____ Telephone No.: _____

Address: _____ Fax Number: _____

Signature of Authorized Representative: _____

**CITY OF VICTORIA, TEXAS
INVITATION TO BID AND BID QUOTATION FORM**

THIS DOES NOT REPRESENT AN ORDER FOR A PURCHASE BY THE CITY OF VICTORIA

USE THIS FORM IN SUBMITTING ALL BIDS

BIDDERS NAME & CONTACT INFORMATION (INCLUDE FULL LEGAL NAME {OR EXACT CORPORATE NAME} & TRADE NAME, ADDRESS PHONE NUMBER & FAX NUMBER AND E-MAIL ADDRESS {IF AVAILABLE})	SHOW THIS INFORMATION ON THE FACE OF THE ENVELOPE	DATE: May 23, 2010 QUOTATION No.: 60910-S1 REQUEST FOR: ANNUAL SUPPLY CONTRACT FOR LIQUID SODIUM CHLORITE, LIQUID CHLORINE, PHOSPHATE BASED CORROSION INHIBITORS, LIQUID FERROUS CHLORIDE AND LIQUID FERROUS SULFATE SEALED BIDS WILL BE RECEIVED UNTIL 1:30P.M. ON WEDNESDAY, JUNE 9, 2010 AT THE CITY OF VICTORIA PURCHASING DEPARTMENT, 1201 E. PINE STREET, VICTORIA, TEXAS 77901. AFTER 1:30P.M. ALL BIDS SHALL BE DELIVERED TO 700 MAIN CENTER, 702 N. MAIN STREET, SUITE 204, VICTORIA, TEXAS 77901. BIDS WILL BE OPENED AND PUBLICLY READ ALOUD AT 2:00P.M. ON WEDNESDAY, JUNE 9, 2010 AT 700 MAIN CENTER, 702 N. MAIN STREET, VICTORIA, TEXAS 77901. LANA SCHULTZ 361-485-3170 PHONE
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ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	120 Liquid Tons	Liquid Sodium Chlorite as Per City of Victoria Bid Specifications	Per Ton	
2	163 Cylinders	One Ton Chlorine Cylinders as Per City of Victoria Bid Specifications	Per Cyl.	
3	75 Liquid Tons	Liquid Phosphate Based Corrosion Inhibitors as per City of Victoria Bid Specifications	Per Ton	
4	250 Liquid Tons	Liquid Ferrous Chloride as per City of Victoria Bid Specifications	Per Ton	
5	400 Liquid Tons	Liquid Ferrous Sulfate as per City of Victoria Bid Specifications	Per Ton	
TOTAL BID				\$
ALL TAXES TO BE EXCLUDED FROM BID			PRICES TO BE QUOTED F.O.B. VICTORIA, TEXAS	

DELIVERY IN _____ DAYS FROM RECEIPT OF ORDER.

Note:

By submitting the above and signing below, the signer agrees that acceptance of any or all quotations by the governmental unit that posted the bid constitutes a contract in accordance with the Invitation to Bid and Bid Quotation Form, General Conditions, Technical Specifications and other contract documents that accompanies the request for bid or were available for examination by bidders with respect to this item. Including provisions as to indemnification that may be included therein.

The City of Victoria reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase on individual item basis.

Acceptance of the successful bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions stated herein. Acceptance of the successful bid shall only obligate the City to purchase some of the item from that bidder.

The City reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions.

Signature of Authorized Representative

Print Name

Date