



INVITATION TO BID, BID FORMS  
AND BID SPECIFICATIONS FOR

**ANNUAL SUPPLY CONTRACT FOR**  
**LIQUID SODIUM CHLORITE**

**BID REFERENCE# 072810-S2**

BIDS WILL BE RECEIVED UNTIL 1:30P.M. CST ON WEDNESDAY, JULY 28, 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, JULY 28, 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: [dreese@victoriatx.org](mailto:dreese@victoriatx.org)

## INVITATION TO BID

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

### ANNUAL SUPPLY CONTRACT FOR LIQUID SODIUM CHLORITE

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, July 28, 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, July 28, 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 Liquid Sodium Chlorite.**”

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](mailto: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  
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**

<p>BIDDERS NAME &amp; CONTACT INFORMATION</p>       <p>(INCLUDE FULL LEGAL NAME {OR EXACT CORPORATE NAME} &amp; TRADE NAME, ADDRESS PHONE NUMBER &amp; FAX NUMBER AND E-MAIL ADDRESS {IF AVAILABLE})</p>	<p>→</p> <p>SHOW THIS INFORMATION ON THE FACE OF THE ENVELOPE</p>	<p>DATE: July 11, 2010      QUOTATION No.: 072810-S2</p> <p><b>REQUEST FOR: ANNUAL SUPPLY CONTRACT FOR LIQUID SODIUM CHLORITE</b></p> <p>SEALED BIDS WILL BE RECEIVED UNTIL 1:30P.M. ON WEDNESDAY, JULY 28, 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. <b>BIDS WILL BE OPENED AND PUBLICLY READ ALOUD AT 2:00P.M. ON WEDNESDAY, JULY 28, 2010 AT 700 MAIN CENTER, 702 N. MAIN STREET, VICTORIA, TEXAS 77901.</b> LANA SCHULTZ 361-485-3170 PHONE</p>		
<b>ITEM</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	120 Liquid Tons	Liquid Sodium Chlorite as Per City of Victoria Bid Specifications	Per Ton	
<b>TOTAL BID</b>				\$
<b>ALL TAXES TO BE EXCLUDED FROM BID</b>			<b>PRICES TO BE QUOTED F.O.B. VICTORIA, TEXAS</b>	

**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