

Solicitation 62-09-20-POLYMER

Annual Contract for Sludge Dewatering Chemicals



City of The Colony

Bid 62-09-20-POLYMER

Annual Contract for Sludge Dewatering Chemicals

Bid Number	62-09-20-POLYMER
Bid Title	Annual Contract for Sludge Dewatering Chemicals
Bid Start Date	Nov 19, 2009 8:02:03 AM CST
Bid End Date	Dec 22, 2009 2:00:00 PM CST
Bid Contact	Robert S. Sparkman 972-624-3142 rsparkman@thecolonytx.gov
Contract Duration	1 year
Contract Renewal	3 annual renewals
Prices Good for	90 days
Standard Disclaimer	All electronic bids done by the City of the Colony, unless otherwise noted, are NO FEE bids. There is no charge to the vendor. The City of The Colony reserves the right to reject any or all bids, in whole or in part, to waive any informality in any bid, and to accept the bid which, in its discretion, is in the best interest of the City of The Colony.
Bid Comments	Annual contract for sludge dewatering chemicals used in the Wastewater Division. Three (3) possible one-year extensions with any price increases based on the CPI at the time of renewal.

Item Response Form

Item	62-09-20-POLYMER-1-01 - Sludge Dewatering Chemicals
Quantity	1 pound
Unit Price	<input type="text"/>
Delivery Location	City of The Colony <u>City of The Colony</u> 6800 Main Street The Colony TX 75056-1133 Qty 1
Description	Price, per pound, of liquid polymer as per specifications and tests.

CERTIFICATE OF INSURANCETO: Date: Project:

THIS IS TO CERTIFY THAT is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the for the types of insurance and in accordance with the provisions of the standard policies used by this Company, and further, hereinafter described. Exceptions to standard policies used by this Company, and further hereinafter described. Exceptions to standard policies noted on reverse side hereof.

TYPE OF INSURANCE

	Policy No.	Effective	Expires	Limit of Liability
Workmans' Compensation	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Public Liability	<input type="text"/>	<input type="text"/>	<input type="text"/>	(1) Person \$ <input type="text"/> (1) Accident \$ <input type="text"/>
Contingent Liability	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Property Damage	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Builders Risk	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Automobile	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

The foregoing policies (do) (do not) cover all sub-contractors.

Locations Covered:

Descriptions of Operations Covered:

The above policies either in the body thereof or by appropriate endorsements provide that they may not be changed or cancelled by the insurer in less than thirty (30) days after the insured has received written notice of such change or cancellation.

Where applicable, local laws or regulations require more than five (5) days actual notice of change or cancellation to the assured, the above policies contain such special requirements, whether in the body thereof or by appropriate endorsement thereto attached.

Name of Insurer

By

Title

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

Date Received

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person doing business with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

FORM CIQ**CONFLICT OF INTEREST QUESTIONNAIRE****Page 2****For vendor or other person doing business with local governmental entity**

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

INSTRUCTIONS TO BIDDERS

1. **INSTRUCTIONS:** These instructions apply to all bids/quotations and become a part of the terms and conditions of any bid or quotation submitted.
2. **MAKE-MODEL:** Items must be the best and latest model available of the type specified. Please quote as listed or equal. If item offered is other than as specified, bidder must indicate make, model and part number of the product quoted. Complete catalog or brochure showing in detail the item offered must accompany the bid, if available.
3. **SPLIT-AWARD:** The City of The Colony reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for an entire bid.
4. As per HB 2787, the City Council has the right to award to the local bidder if it is within three (3%) percent of the low non-local bidder if they decide, in writing, that the local bidder offers the best combination of contract price and additional economic development opportunities for the local government. This pertains only to the purchase of real property or personal property not affixed to real property.
5. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.
6. **F.O.B./DAMAGE:** Quotations shall be bid F.O.B. Inside Delivery, Designated Facility, The Colony, Texas, and shall include all delivery and packaging costs. The City of the Colony assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
7. **INVOICES:** Invoices must be submitted by the successful bidder, in duplicate, the attention of Becky Betancourt, Account's Technician, 6800 Main St., The Colony, Texas 75056-1133.
8. **TERMS:** The terms and conditions of the bid will be considered when evaluating for award. The City will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low bid.
9. **TAXES:** The City of The Colony is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN THE BID. Tax exemption certificates will be executed by the City and furnished upon request.
10. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference in the Request for Bid/Quotation is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison unless otherwise noted. Bids on brands of like nature and quality will be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE FURNISHED UNLESS REQUESTED.
11. **DELIVERY PROMISE - PENALTIES:** Bids/Quotations MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the bidder's list. When delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Office which shall have the right to extend the delivery due date if reasons for the delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Office to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

12. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.
13. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City facility.
14. **PATENT RIGHTS:** The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.
15. **EVALUATION:** Response to the specifications in the bid is of primary importance in determining the lowest responsible bid.
16. **FUNDING:** The City of The Colony is a home-rule municipal government operated and funded on an October 1 to September 30 fiscal year. Accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is no longer available.
17. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
18. **AUDIT:** The City of The Colony reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.
19. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Agent within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the bidding process.
 - a. This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
 - b. Failure to protest within the time allotted shall constitute a waiver of any protest.
20. **NO BID:** If bidder does not wish to bid at this time but wishes to remain on the bidder's list for this product/service, please submit a "NO BID" by the time and at the same location as stated for the bid opening. If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive requests for bids/quotes, the bidder shall be removed from the bidder's list. If, however, you choose to "NO BID" this product and/or service and wish to remain on the bidder's list for other commodities and/or services, please state what particular products and/or services under which you wish to be classified. The City of The Colony is very conscious and extremely appreciative of the time and effort you have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision.
21. **WITHDRAWAL OF BIDS:** A bid may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of the bids, and bidder so agrees upon submittal of their bid.
22. **PRESENTATION OF BIDS:** All bids shall be received thru Bidsync, LLC. No oral, telegraphic, telephonic or facsimile bids will be considered.
23. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of The Colony.
24. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid/Proposal/Quote and Specifications will be made by ADDENDA. Sole authority to issue

addenda shall be vested in the City of The Colony.

25. **MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS:** The bid award shall follow the criteria of Best Value as stated in Section 252.043 of the Texas Local Government Code. A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - a. the purchase price;
 - b. the reputation of the bidder and of the bidder's goods or services;
 - c. the quality of the bidder's goods or services;
 - d. the extent to which the goods or services meet the municipality's needs;
 - e. the bidder's past relationship with the municipality;
 - f. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
 - g. the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - h. any relevant criteria specifically listed in the request for bids or proposals.
26. **BIDDER SHALL PROVIDE** with this bid response, all documentation required. Failure to provide this information may result in rejection of the bid.
27. **SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of The Colony and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from the contract award. Successful bidder shall pay any judgment cost which may be obtained against the City of The Colony and participating entities growing out of such injury or damages.
28. **TERMINATION FOR DEFAULT:** THE City of The Colony reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
29. **TESTING:** Testing may be performed at the request of the City without expense to the City.
30. **REMEDIES:** The successful bidder and the City of The Colony agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
31. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.
32. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.
33. **QUANTITIES** shown are approximate and may vary according to the requirements of the City of The Colony throughout the contract period.

34. **SEVERAL** Governmental entities around the City of The Colony have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

YES/NO

If yes, the following will apply:

Governmental Entities utilizing Internal-Governmental contracts with the City of The Colony will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of The Colony will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of The Colony will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own materials/services as needed.

35. **VENDOR** hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 USCA Section et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. Un. Com. Code, Section 15.01 et seq.

The City of The Colony uses Bidsync to distribute and receive bids and proposals. There will be NO COST to the vendor for standard bids or proposals. For Cooperative Bids and Reverse Auctions ONLY, the successful vendor(s) agree to pay Bidsync a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods and/or services.

Cooperative Bids and Reverse Auctions will be clearly marked on the bid documents. To assure that all Vendors are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:

Address (include City, State, and Zip):

Phone:

Fax:

Bidder (Name):

Signature:

Position With Co.:

Co. Official (Name):

Official Position:

STATE RECIPROCAL REQUIREMENT

THE CITY OF THE COLONY, AS A GOVERNMENTAL AGENCY OF THE STATE OF TEXAS, MAY NOT AWARD A CONTRACT FOR GENERAL CONSTRUCTION, SUPPLIES, MATERIALS, OR EQUIPMENT TO A NON-RESIDENT BIDDER UNLESS THE NON-RESIDENT'S BID IS LOWER THAN THE LOWEST BID SUBMITTED BY A RESPONSIBLE TEXAS RESIDENT BIDDER BY THE SAME AMOUNT THAT A TEXAS RESIDENT BIDDER WOULD BE REQUIRED TO UNDERBID A NON-RESIDENT BIDDER TO OBTAIN A COMPARABLE CONTRACT IN THE STATE IN WHICH THE NON-RESIDENT'S PRINCIPAL PLACE OF BUSINESS IS LOCATED (ARTICLE 601G V.T.C.S.). BIDDER SHALL ANSWER ALL THE FOLLOWING QUESTIONS BY ENCIRCLING THE APPROPRIATE RESPONSE OR COMPLETING THE BLANK PROVIDED.

1. IS YOUR PRINCIPAL PLACE OF BUSINESS IN THE STATE OF TEXAS?

Yes No

IF THE ANSWER TO QUESTION 1 IS "YES" NO FURTHER INFORMATION IN NECESSARY; IF "NO", PLEASE INDICATE:

WHICH STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED?

2. DOES THAT STATE FAVOR RESIDENT BIDDERS (BIDDERS IN YOUR STATE) BY SOME DOLLAR INCREMENT OR PERCENTAGE?

Yes No

IF "YES", WHAT IS THAT DOLLAR INCREMENT OR PERCENTAGE?

Question and Answers for Bid #62-09-20-POLYMER - Annual Contract for Sludge Dewatering Chemicals

OVERALL BID QUESTIONS

Question 1

What is the availability for bench testing and contact information? (Submitted: Nov 20, 2009 8:06:49 AM CST)

Answer

- Bench testing is available mon - fri 8am to 4pm to those interested

Jason Fulco 972-624-2253 (as noted on bid documents). (Answered: Nov 20, 2009 8:47:52 AM CST)

Question 2

What is the annual volume, packaging (i.e. totes, bulk, drums), and average order quantity. (Submitted: Nov 23, 2009 9:09:39 AM CST)

Answer

- We normally order 6 55 gallon drums per 60 days. 4160 mt tons per year average (Answered: Nov 23, 2009 9:09:59 AM CST)