



City of Alvin Public Services

ADVERTISEMENT AND INVITATION FOR BIDS

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas 77511 no later than 2:00 p.m., Tuesday, December 22, 2020.

Bids will then be publicly opened and read aloud at 2:15 p.m., December 22, 2020 in the City Council Chambers, Alvin City Hall, 216 West Sealy, 2nd floor, Alvin, Texas 77511.

POLYPHOSPHATE B-21-07

Specifications and proposal documents may be obtained in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas, 77511, or may be downloaded from the City's website at www.alvin-tx.org.

For proposal information and clarifications contact Francesca Beltran, Executive Secretary, at 281-388-4336.

The City of Alvin reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bids, or parts of bids, which it deems advantageous to the City.

Dixie Roberts, City Secretary

Legal Ad:
Publish: Sunday, December 6, 2020
Sunday, December 13, 2020

INSTRUCTION TO BIDDERS

1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out.

AND marked: **Bid # B-21-07 POLYPHOSPHATE**

To be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2nd floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in **TRIPLICATE**. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasurs are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal cause of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

5. IRREGULAR BIDS

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.

Bidders may be disqualified and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

6. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above mentioned tax, and will be so construed.

7. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

8. TERMS

The terms will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions. Agreement may be terminated for cause. **Funding out clause:** any agreement resulting from this invitation is subject to annual appropriation of funds by the City of Alvin Council.

9. AWARD OF CONTRACT

The Notice of Award of Agreement shall be given to bidders within sixty (60) days following the date of opening of bids. The City reserves the right to award this agreement to that responsible bidder whose bid, in the opinion of the City, is in the best interest, price and other factors considered or from any responsible person or persons which, and results in the best and most economical completion of the work, in accordance to the laws of the State of Texas, to waive any formality or irregularity, and to reject any or all bids.

10. ADDENDA

The City is not bound by any oral representations, clarifications, or changes made in the written specifications. If it becomes necessary to revise any part of the bid documents, the City will issue a written notice to all bidders in the form of Addenda. Addenda to the bid documents issued to bidders prior to the receipt of bids shall be considered part of the Bid Documents. Bidders must acknowledge on the Bid Form, receipt of an Addendum. Bid Forms that not acknowledged are not acceptable and will not be considered.

11. DISCREPANCIES IN PRICES

Discrepancies between the multiplication of units of service required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. PAYMENTS

Payment will be made to Bidder upon receipt of invoice. City will, either approve the pay request as submitted or return the request indicating in writing the City's reason for refusing to recommend payment (incomplete or unsatisfactory work). Bidder may make necessary corrections and resubmit the payment request.

Bidder's invoice must show, at a minimum, the following information: Purchase order number, person requesting service, unit price quoted for that. The amount will be paid by City within (30) days thereafter.

All invoices will be mailed to:
City of Alvin
1100 West Highway 6
Alvin, Texas 77511
Attn: Executive Secretary

13. ASSIGNMENT

The successful bidder may not assign, sell or otherwise transfer this agreement without written permission of the Mayor.

14. STATEMENT OF BIDDER'S QUALIFICATIONS

Bidders are to submit, with the Bid Form, the following information:

A list of at least (3) references, in relation to this bid, and includes; Company Name, a contact person and telephone number.

After bids have been opened and prior to making an award, the City reserves the Right to require the lowest bidder to furnish a statement of the bidder's financial resources, his experience, organization and staff for work contemplated.

The City shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the City that the bidder is qualified to properly carry out the terms of this agreement.

In determining the lowest responsible bidder, the following elements shall be considered:

- i. The purchase price;
- j. The reputation of the bidder and the bidder's goods or services;
- k. The quality of the bidders goods and services;
- l. The extent to which the goods or services meet the City's needs;
- m. The bidder's past relationship with the City;
- n. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- o. The total long-term cost to the City to acquire the bidder's goods or services; and
- p. Any other criteria specifically listed in this request for bids.

15. SERVERABILITY

If any section, subsection, paragraph, sentence, clause, phase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

16. INSURANCE AND INDEMNIFICATION

Minimum insurance requirement for successful Proposal shall be as follows:

1.01 Workers' Compensation. Workers' Compensation insurance as defined by the Texas Workers' Compensation Act.

A. Definitions

Certification of coverage ("certificate") – A copy of a certificate if insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-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 agreement.

Persons providing services on a project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the bidder as undertaken to perform the project,

regardless of whether that person contracted directly with the bidder 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.

- B. The Bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the bidders providing services on the project, for the duration of the agreement.
- C. The Bidder must provide a certificate of coverage to the City prior to executing award bid letter.
- D. If the coverage period shown on the bidder's current certificate of coverage ends during the duration of the agreement, the bidder must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The Bidder shall retain all required certificates of coverage for the duration of agreement and for one year thereafter.
- F. By signing this agreement, the bidder is representing to the City that all employees of the bidder who will provide services on the project will be covered by workers' compensation coverage for the duration of the agreement, 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.
- G. The bidder's failure to comply with any of these provisions is a breach of agreement by the bidder which entitles the City to declare the agreement void if the bidder do not remedy the breach within ten days after receipt of notice of breach from the City.

1.02 Comprehensive General Liability: Comprehensive General Liability (including premises/operations; Independent Contractors Products and Completed Operations; Broad Form Property Damage; Blanket Contractual underground/Explosion/Collapse Hazardous).

(1) Bodily injury and Property Damage:	\$1,000,000
General Aggregate Limits:	\$2,000,000

Products/Completed Operations Aggregate Limits:	\$500,000
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1.03 Business Automobile Liability: Business Automobile Liability (including non-owned and lease vehicles)

(1) Combined Single Limit	\$1,000,000
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(2) Property Damage

\$500,000

The Bidder will furnish the City with a copy of each insurance policy or endorsements required in connection with this work.

The Bidder shall defend, indemnify and hold harmless, the City and the their respective offices, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death to or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore; and
- (2) Is caused in whole or in part by any negligent act or omission of the Bidder any subcontractor, anyone directly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Bidder assumes all responsibility and agrees to indemnity and save the City harmless from any and all liability and damage arising out of or in connection with the performance of the Agreement to existing pipelines, utility company services lines, telephone cables or electric power lines and for the liability for all claims suits and judgments by any or all recipients of these services as a result of any interruption of services, whether caused by the Bidder, subcontractor, or his employees, except where such damage or liability arises out of sole negligence of the City of any of their employees.

17. CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity.

BID SPECIFICATIONS

PART 1: GENERAL

1.0 DESCRIPTION

Appearance:	Liquid
Color:	Clear to straw colored cleat liquid
Odor:	Odorless
Boiling Point:	>100c
Freezing Point:	-10-15c
Solubility in Water:	Complete
Max Use Level:	80mg/L

1.01 SCOPE: Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standard in polyphosphate production. PRODUCT MUST BE MADE IN USA. NO SODIUM BASED PRODUCTS.

1.02 REQUIREMENTS: Polyphosphate mix ratio must be 25% to be delivered to (5) of the City's Water Well Distribution System sites. Quantity ordered will be a minimum of 250 - 300 gallons per shipment per site to be distributed to the Water Treatment Facilities. Must have wireless remote capabilities for refill purposes at each water well site. Ground storage tank levels for polyphosphate (MG/L) request testing each time a delivery is made. The bid price shall be good for one year from the award date. The estimated amount of Polyphosphate to be consumed for twelve-month period will be between Fifteen thousand (15,000) and Twenty-five thousand (25,000) gallons. The purchased chemical shall be delivered within (2) business days from the time the order is placed. The chemical shall be bid at a per gallon cost.

1.03 INSURANCE: Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation & Employers Liability.

PART 2:

1. Solutions of neutralized inorganic phosphates are not hazardous materials under Hazardous Materials ACT.
2. Must be blended corrosion inhibitor.
3. The function is corrosion and scale control.

BID FORM

PROPOSAL IDENTIFICATION: Bid# B-21-07
POLYPHOSPHATE

THIS BID IS SUBMITTED TO: Office of City Clerk
City of Alvin
216 West Sealy
Alvin, Texas 77511

1. The undersigned Bidder proposed and agrees, if this bid is accepted, to enter into an agreement with City to perform and furnish all work as specified or indicated in the Bid Documents for the Agreement Price(s) indicated in this bid and in accordance with the other terms and conditions of the bid Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This Bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Bidder will sign and submit the Agreement with Bonds and other documents required by the bidding requirements within fifteen (15) days after the date Owner's Notice of Award. The Bidder will only be issued purchase orders after Agreement, bond, and Insurance is received.
3. Bidder agrees to terms. The term will be for one (1) year beginning with the issuance of an award letter from the Purchasing Coordinator. Agreement may be extended for one (1) year with the same terms and conditions.
4. It is understood that the City reserves the right to reject any and all bids and to waive any informality in bids received.
5. The undersigned affirms that they are duly authorized to execute this agreement, that this company, corporation, firm partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to process, terms, 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 official opening of this bid.

A Corporation, chartered in the State of _____, authorized to do business in the State of Texas.

A Partnership, composed of: _____.

An Individual, operating under the name of: _____.

Respectfully Submitted,

Signature

Typed or Printed Name

Position with Company

Company Name

Street Address

City/State/Zip

Phone

Fax

BID SUMMARY

QUANTITY	\$/GALLON	TOTAL	DELIVERY TIME
20,000			

No additional charges of any kind will be allowed charged during the term of the contract of not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the rights to increase and decrease the estimated quantities.

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.

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.

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.

OFFICE USE ONLY

Date Received

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

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

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 business 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 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY