



INVITATION TO BID

NAME OF COMPANY SUBMITTING BID _____

SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE

The enclosed **INVITATION TO BID** (ITB) and accompanying specifications and bid forms are for your convenience in bidding the enclosed referenced services. Bidders are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this ITB, is an expression of opinion only and confers no right upon the bidder. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview - Purchasing Division
PO Box 1952 – 300 W. Cotton (zip 75601)
Longview, TX 75606

PHONE (903) 237-1324
FAX (903) 291-5323
jlatch@longviewtexas.gov or krodgers@longviewtexas.gov

Sealed bids will be received no later than: September 30, 2015 @ 2:00 P.M.
Samples must be received at EPS Lab no later than September 17, 2015 @ 5:00 P.M.

MARK ENVELOPE: BID NO. 1415-32 POWDERED ACTIVATED CARBON
RETURN BID TO: CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TEXAS 75606

****Any bidder who does not submit their carbon for analysis to EPS by date specified in this bid document will not be considered for bid award.**

****Any bidder who does not submit to the City of Longview (at address indicated) the completed bid documents by date and time specified in this bid document will not be considered for bid award.**

THE CITY OF LONGVIEW appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for an award, and shall be considered void. Opening is scheduled in Purchasing Offices, 300 West Cotton, and Longview, Texas. You are invited to attend.

THE CITY OF LONGVIEW is aware of the time and effort you expend in preparing and submitting bids to the city. Please let us know of any bid requirement that is causing you difficulty in responding to our bids. We want to make the process as easy and convenient as possible so that all responsible vendors can compete for the City's business.

Award will be made approximately two weeks after the bid opening date. The City reserves the right to award on an individual item or lump sum basis, whichever is the best interest of the City. To obtain results please contact the Purchasing Manager at the address above or phone (903) 237-1322.

Return all pages of your bid. Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected.

INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.



SEALED BID ● DO NOT OPEN

POWDERED ACTIVATED CARBON

BID No. 1415-32

BID OPENING: SEPTEMBER 30, 2015 @ 2:00 P.M. CST

For Information Contact:

**Jaye Latch
(903) 237-1324**

jlatch@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Bids must be addressed to:

**Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606
or**

**Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601**

SECTION II - INSTRUCTIONS AND GENERAL TERMS

By order of the City Manager of LONGVIEW, TEXAS, sealed bids will be received for:

POWDERED ACTIVATED CARBON

2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE for a contract for the product(s) or services specified. The term of this contract will be one (1) year. City of Longview reserves the right to extend this contract for four (4) additional one year periods as it deems to be in the best interest of the City. City reserves the right to purchase additional units of products specified, provided pricing, terms and conditions remain the same.

2.01 IT IS UNDERSTOOD that the City of Longview, Texas (City) reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it deems in the best interests of the City of Longview.

2.02 BIDS MUST BE submitted on the pricing forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The bid number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.***

2.03 SUBMISSION OF BIDS: The City of Longview requests one original and one copy of your bid. Include all pages of this document in submitting your bid. Sealed bids shall be submitted to:

CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TX 75606

2.04 LATE BIDS: ALL BIDS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE BID OPENING DATE AND TIME. Bids received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

2.05 FUNDING: Funds for payment have been provided through the City of Longview budget approved by the Longview City Council for this fiscal year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.

2.06 ALTERING BIDS: Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before opening must be initialed by the signer of the bid.

2.07 WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the city for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

2.08 SALES TAX: The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

2.09 BID AWARD: The City of Longview will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the responsive, responsible bidder who submits the lowest and best bid based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the municipality. In selecting the bidder to whom the contract will be awarded, the City also reserves the right to consider the location of the bidder's principal place of business as provided by section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. City of Longview may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.

2.10 CONTRACT: This bid, when properly accepted the City of Longview, shall become a contract equally binding between the successful bidder and City of Longview. No different or additional terms will become a part of this contract with the exception of Change Orders.

2.11 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 Longview Purchasing Agent.

2.12 IF DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Longview.

2.13 A PRICE adjustment may be considered by the City of Longview only at the anniversary date of the contract and shall be substantiated in writing (e.g., Manufacturer's direct cost, postage rates, Railroad Commission rates, Wage/Labor rates, etc.). The City of Longview reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the city.

2.14 DELIVERY: All delivery and freight charges (FOB City of Longview) are to be included in the bid price.

2.15 CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. City of Longview Charter prohibits Council members and other officers and employees of the City of Longview from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the City of Longview.

2.16 ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview.

2.17 EXCEPTIONS/SUBSTITUTIONS: Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

2.18 DESCRIPTIONS: Any reference to model and/or make/make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

2.19 ADDENDA: Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda will be posted on the City of Longview website www.LongviewTexas.gov/Bids. Bidders shall acknowledge receipt of all addenda. It is the bidder's responsibility to obtain any addenda. Addenda may also be obtained by calling the City of Longview purchasing office at 903-237-1324.

2.20 BID MUST COMPLY with all federal, state, city and local laws concerning types of products specified.

2.21 DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

2.22 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS: A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City of Longview may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

2.23 REFERENCES: The City of Longview requests bidders to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names.

2.24 BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide information specifically requested may result in rejection of your bid.

2.25 INDEMNIFICATION: The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

2.26 WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

2.27 TERM OF CONTRACT: This contract shall remain in effect until the contract expires, delivery and acceptance of all products and/or performance of services are rendered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Longview reserves the right to award canceled contracts to the next lowest and best bidder or remaining responsive bidder who provides goods or services at the best value to the municipality as the City deems to be in the best interest of the City of Longview. City reserves the right to hold original contractor responsible for any resultant increase in cost.

2.28 TERMINATION FOR DEFAULT: The City of Longview 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 of Longview reserves the right to terminate the contract immediately in the event successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Longview shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the bidder in default.

2.29 NOTICE: Any notice provided by this bid (or required by Law at the address so provided) to be given to the successful bidder by the City of Longview shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

2.30 PATENTS/COPYRIGHTS: The successful bidder agrees to indemnify and hold harmless the City of Longview from claims involving infringements of patents and/or copyrights.

2.31 CONTRACT ADMINISTRATOR: Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful bidder.

2.32 PURCHASE ORDER: A purchase order(s) shall be generated by the City of Longview to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City of Longview will not be held responsible for any orders placed/delivered without a valid current purchase order number.

2.33 PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (1) name and address of the successful bidder, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

2.34 INVOICES shall show all information as stated above, shall be issued for each purchase order and mailed directly to the City of Longview Finance Office, PO Box 1952 300 West Cotton Street, Longview, Texas 75606.

2.35 PAYMENT will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

2.36 ITEMS supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

2.37 SAMPLES: When requested, samples shall be furnished free of expense to the City of Longview. Samples will be returned on request.

2.38 WARRANTY: The successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

2.39 REMEDIES: The successful bidder and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

2.40 VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

2.41 EQUAL EMPLOYMENT OPPORTUNITY: The potential contractor shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The proposer shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

2.42 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 of Longview.

2.43 SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

2.44 PROPRIETARY INFORMATION: The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

2.45 FIREARMS PROHIBITED: Bidder acknowledges that Section 9 of City Ordinance No. 2421 prohibits bidders or officers, employees, agents, and representatives from carrying firearms, including concealed handguns, while in the performance of the contract resulting from this invitation and on premises (including City rights-of way and easements) or when meeting with officers or employees regarding this bid invitation or contract negotiations. Bidder agrees that failure to comply with this requirement shall constitute a substantial breach of this contract, entitling owner to all remedies under the law or the resulting contract under breach, including City's right to terminate the contract for substantial nonperformance.

2.46 BEST VALUE: THE CITY WILL AWARD THE CONTRACT SOUGHT BY THIS ITB EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE CITY. IN SELECTING THE BIDDER TO WHOM THE CONTRACT WILL BE AWARDED, THE CITY ALSO RESERVES THE RIGHT TO CONSIDER THE LOCATION OF THE BIDDER'S PRINCIPAL PLACE OF BUSINESS AS PROVIDED BY SECTION 271.905 OF THE TEXAS LOCAL GOVERNMENT CODE.

In determining the best value for the municipality, the City of Longview may consider:

1. the purchase price;
2. the reputation of the bidder and the bidder's goods and services;
3. the quality of the bidder's goods and services;
4. the extent to which the goods or services meet the city's needs;
5. the bidder's past relationship with the City of Longview;
6. the impact on the ability of the City of Longview to comply with laws and rules relating to the contracting with historically underutilized businesses and nonprofit organizations;
7. the total long-term cost to the City of Longview to acquire goods and services; and
8. any relevant criteria specifically listed in the request for bids or proposals.

2.47 OZONE ACTION DAYS – The successful bidder shall observe and follow City Policy in regard to operating equipment and providing services on Ozone Action Days.

2.48 ANY QUESTIONS concerning the ITB shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to purchasing@longviewtexas.gov. Reference the section and page in question.

2.49 SUBCONTRACTING: The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

SECTION III - SPECIAL PROVISIONS

3.00 BID SECURITY: A bid security is not required.

3.01 SUPPORTING INFORMATION: When requested bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your bid.

- a) Warranty - Include warranty information with your bid. Warranties may be a consideration of bid award. Only standard pre-published warranties will be considered.
- b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to insure that your product meets or exceeds minimums specified.

3.02 NON-RESIDENT BIDDERS: Texas state law requires that the City give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms may disqualify that bidder. Certification is included in the Bid Affidavit to follow."

3.03 INSURANCE: All bidders proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful 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, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful bidder providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful bidder must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services under this contract. The successful bidder shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful bidder shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful bidder shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful bidder shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract and providing a certificate of coverage, the successful bidder is representing to the City that all employees of the successful bidder who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful bidder which entitles the governmental entity to declare the contract void if the successful bidder does not remedy breach within ten (10) days after receipt of notice of breach from the City.

Additional insurance is required. The successful bidder shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Workers' Compensation and Employers' Liability
\$1,000,000.00 per accident/occurrence.

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad 'Form Property Damage, Contractual Liability and Personal Injury.)
\$500,000 each occurrence
\$1,000,000 annual aggregate

Products and Completed Operations
\$500,000 each occurrence
\$1,000,000 annual aggregate

Comprehensive Automobile Liability:

Bodily Injury and Property Damage
Combined Single Limit: \$1,000,000 "CSL" each occurrence

The successful bidder shall include the City of Longview and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

Awarded vendor must provide to the City of Longview a certificate of insurance meeting all insurance coverage requirements published in the bid document. The certificate shall show City of Longview as certificate holder and must be provided within 5 business days of notification of award.

COPIES OF INSURANCE CERTIFICATES ARE REQUIRED WITH THE BID

NAME _____ TITLE _____

SIGNED _____ PHONE _____

COMPANY _____

ADDRESS _____

EMAIL _____

THE ASSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO FULLY COMPLY WITH REQUIREMENTS OF THIS BID INVITATION.

EXCEPTIONS, IF ANY

Addenda Acknowledgement:

Bidder acknowledges receipt of all addenda that have been issued.

List Addenda numbers:

Signature:

SECTION V - TECHNICAL SPECIFICATIONS

5.00 GENERAL INFORMATION: The purpose of this specification is to secure bids on POWDERED ACTIVATED CARBON suitable for the City of Longview Water Purification Plant use in water treatment processes. The contract resulting from this process will be an annual requirements style contract. City of Longview offers no warranty of volume of products to be purchased and has listed the amount of products as an estimate only.

Bidders choosing to bid on carbon must submit a sample or samples (if you have more than one product you wish considered) of their carbon product to EPS Labs. All samples must be received at EPS Labs no later than 5:00 P.M. September 17, 2015. Any bidder who does not submit their carbon for analysis by the above mentioned date will be considered non-responsive and their bid will not be considered. Bidders will be responsible for all testing costs on samples submitted to EPS Labs.

A performance based testing (Method 6040 D Standard Methods) of each carbon shall be performed to assess the carbon's ability to remove MIB and Geosmin. EPS Labs will generate dose removal curves for MIB and Geosmin removal using water from Lake Cherokee and the Sabine River Water Treatment Plants. Lab results will be sent to City of Longview for use in the bid evaluation. All lab results received by the City of Longview become the property of City of Longview and will be available to the public.

Contact EPS for updated testing costs.

Shipping address for carbon submittal is:

Engineering Performance Solutions
5510SW 41st Blvd. Suite 205
Gainesville, FL. 32608
ATTN: Longview Bid (September 30, 2015)
EPS can be contacted at 352-338-7770 or www.epslabs.com
Vendor should include a purchase order as authorization to perform the lab testing

Product must meet AWWA Standard B600-10 and NSF Standards.

A submittal of carbon to EPS Labs does not in any way obligate the City of Longview to approve or use your product.

SUBMITTAL INSTRUCTIONS

Bidders are to send carbon sample to EPS (address listed above)

Bidders are to send completed bid documents to City of Longview (address listed on page 2)

BID EVALUATION

Contract will be awarded by evaluating lab analysis provided by EPS along with the prices provided with this bid submittal. The evaluation will compare amount of product needed to reach optimum removal of MIB and Geosmin. The lowest bid will be considered to be the product that will result in the lowest expenditure for the City when both the unit price and the amount of approved chemical needed to achieve optimum removal of MIB and Geosmin are considered. Vendor must meet all criteria listed in bid document. Anything to the contrary in this ITB notwithstanding, the City reserves the right to award the contract sought by this ITB either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City as further described in section 2.46 Best Value.

5.01 POWERED ACTIVATED CARBON – 100,000 LBS: Minimum 2,000lbs (40lb. bags).The moisture content shall not exceed 8% by weight of the listed contents. The apparent density shall be no less than 0.2 mg/L or greater than 0.75 mg/L. No less than 99% shall pass through one (1) 100# sieve. The iodine number shall not be less than 500. The phenol value shall not be greater than 500. A certified analysis on the above parameters shall accompany each shipment to EPS or it will not be accepted.

5.02 POWERED ACTIVATED CARBON – 200,000 LBS BULK: Truck load lots. The apparent density shall be no less than 0.2 mg/L or greater than 0.75 mg/L. No less than 99% shall pass through one (1) 100# sieve. The iodine number shall not be less than 500. The phenol value shall not be greater than 500. A certified analysis on the above parameters shall accompany each shipment to EPS or it will not be accepted.

5.03 FOB POINT AND DELIVERIES: All product pricing shall be FOB City of Longview Sabine Water Treatment plant 1400 Swinging Bridge Road, Longview, Texas 75604, and Cherokee Water Treatment Plant 3512 Martin Luther King Blvd., Longview, Texas 75602. No Freight or delivery charges will be accepted unless shown on bid. Deliveries shall be by appointment and during office hours of the City. Office hours are 8:00 AM to 5:00 PM Monday through Friday. Deliveries shall be scheduled to complete prior to 5:00 PM. Due to unforeseen circumstances, the supplier must provide up to three (3) hours to demerge the product at no extra charge. Bulk deliveries shall take place in trailers sealed by numbered security seals at every trailer opening, allowing the Owner to inspect the seals, verify the correct numbers and ensure that the shipment was not tampered with during transit. Only dedicated bulk carriers shall be used for bulk deliveries in accordance with the requirements of this specification and AWWA B600. Supplier shall provide the compressed air supply required for transfer of the PAC into Owners silo. PAC shall be transferred using air pressure on the trailer; not to exceed 5psi; as the motive force. Use of a pump to transfer PAC from trailer to the silo is not allowed. Supplier shall be responsible for cleanup of any PAC spills that may occur during transfer. The City reserves the right to add/delete locations as it deems necessary. **A certificate of analysis with a purity assay, a certified weight certificate, and a Material Safety data Sheet (MSDS) must accompany each shipment.**

5.04 SAFETY: All transport vehicles must be inspected by the supplier and must be in safe operating condition. Delivery vessels and vehicles shall meet TxDot Standards. Hand brakes shall be set and wheels shall be chocked before any off loading operation is to commence. Supplier shall be capable of providing rapid local response in case of emergency. Delivery trucks shall contain the necessary emergency equipment required to contain, repair or stop a leak and protect the driver, City personnel, public and private property. The supplier shall furnish the City a copy of off loading procedures for truck load deliveries for inclusion in the City's Standard Operating Procedures and Emergency Response Plan. Where trade secrets are of concern, the driver shall show City staff members present at the off loading site the supplier's written procedure. The supplier shall instruct the City staff members present during the off loading the appropriate valve(s) to close in the event of an accidental release of the product, if applicable. The supplier shall provide training to the owner on the properties, safe storage, use and handling of delivered chemicals. Neither the City nor City staff will be responsible for any damage that may occur to the contractors' property while it is on city of Longview property or as it is being moved to or removed from the City's property. A representative from the City of Longview shall perform an inspection on the product/services provided to verify specification compliance meets with the City's approval. Deficiencies that are not repaired/replaced or not corrected will be released back to the supplier for correction. Any/all deficiencies will be corrected before the City will allow transfer of product

ATTACHMENT I

REFERENCES

Each bidder shall provide a minimum of three (3) verifiable references in which the bidder has sold and maintained this or a similar product.

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

ATTACHMENT II

BID AFFIDAVIT

All pages in offerer's bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the bid.

The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing bid has not been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____ (state)

Name and Address of offerer:

_____ Telephone Number _____

by: _____ Title: _____

Signature:

SUBSCRIBED AND SWORN to before me by the above-named,

_____ on this the _____ day of 20_____
(name of Notary)

Notary Public in and for the State of _____

ATTACHMENT III

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

<http://www.ethics.state.tx.us/> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

