BID SPECIFICATIONS

16511 – 12 month supply of Liquid Aluminum Sulfate (Alum) for water treatment

Bid Opening Date & Time:
Wednesday, July 12, 2017 at 2:00pm
## TABLE OF CONTENTS

- **INVITATION TO BID** .......................................................... 3
- **INSTRUCTIONS TO BIDDERS** ........................................... 4-9
- **ACKNOWLEDGEMENT OF ADDENDUM** .............................. 10
- **FORM 1295 CERTIFICATE OF INTERESTED PARTIES** ......... 11
- **CONFLICT OF INTEREST QUESTIONNAIRE FORM** .......... 12-13
- **W-9 FORM** ......................................................................... 14
- **W-8 FORM** ......................................................................... 15
- **BID SHEET** ......................................................................... 16
- **CERTIFICATION AND AUTHORIZATION OF BID** ............... 17
- **VENDOR AGREEMENT** ...................................................... 18-26
- **PERFORMANCE/TECHNICAL SPECIFICATIONS** ................. 27-28
INVITATION TO BID

Date: June 23, 2017

Dear Bidder:

The Harlingen Waterworks System (HWWS) invites you to submit a bid for a 12 month supply of Liquid Aluminum Sulfate (Alum) for water treatment. Detailed specifications and bid forms may be obtained on the Harlingen Waterworks System Website at www.hwws.com.

The Harlingen Waterworks System will receive Sealed Bids addressed to the Purchasing Agents Office at 114 North L Street, Harlingen TX 78550 until 2:00 P.M., on WEDNESDAY, July 12, 2017. Late Bids will NOT be accepted. The Bids will be publicly opened and read aloud. All Bidders are invited to attend the opening.

We request that you carefully read the “Instructions to Bidders” which are enclosed. Questions concerning this Bid Packet must be made in writing, no phone calls please, via e-mail or fax to:

Name: Danielle Bates  
Title: Purchasing Agent  
E-Mail: dbates@hwws.com  
Fax: (956) 440-6590

The Harlingen Waterworks System reserves the right to refuse and reject any or all bids, waive any or all formalities or technicalities, hold bids for a period of 60 days without taking action, and accept the bid to be the best and most advantageous to the Harlingen Waterworks System.

Sincerely,

Danielle Bates  
Purchasing Agent
INSTRUCTIONS TO BIDDERS

BID INFORMATION

1. THE BID
   a. Competitive formal bids will be received for:

      12 month supply of Liquid Aluminum Sulfate (Alum) for water treatment in the Office of the Purchasing Agent at 114 North L Street Harlingen, Texas 78550 until: 2:00 P.M., on July 12, 2017. No late bids will be accepted.

   b. Please read the specifications thoroughly and be sure that the 12 month supply of Liquid Aluminum Sulfate (Alum) for water treatment offered complies with all requirements. Any variation from the specifications must be clearly stated on a separate sheet, attached to, and made a part of your bid. If there are no exceptions, and you are the successful bidder, it will be required that the item bid be provided as specified.

   c. Where in this bid package a Liquid Aluminum Sulfate (Alum) is used, its meaning shall refer to the establishment of 12 month supply of Liquid Aluminum Sulfate (Alum) for water treatment as specified.

2. DESCRIPTION

   12 month supply of Liquid Aluminum Sulfate (Alum) for water treatment to be furnished under this proposal shall be the type specified. All specifications shown are minimum. There is no intention to disqualify any bidder who can meet the specifications.

3. BID DOCUMENTS
   a. Detailed specifications and bid forms may be obtained on the Harlingen Waterworks System Website at www.hwws.com.
   b. All bids must be submitted on the forms provided and are subject to all requirements of the Bid Documents.
   c. All bids must be regular in every respect and no interlineations; excisions or special conditions may be made or included by the bidder.

4. BIDDER’S RESPONSIBILITIES
   a. Bids must be submitted on the attached “Bid Sheet”. All the requested information must be filled in clearly and completely to avoid possible disqualification of the bid submitted.
   b. Bidders must include with bid, two (2) executed (signed) originals of the Vendor Agreement.
   c. Bidders will be required to hold their prices firm for the contract period.
   d. The bid price quoted must include all items requested and remain firm until payment. Price shall include shipping costs. No partial bids will be accepted.
   e. If during the performance of this contract, the price of the 12 month supply of Liquid Aluminum Sulfate (Alum) for water treatment significantly increases/decreases, through no fault of contractor, the price of under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price
increases/decreases. Such price increases/decreases shall be documented through quotes, invoices, or receipts. Pricing will be reviewed on a quarterly basis and will be adjusted accordingly. **ALL PRICE INCREASES REQUIRE A 30 DAY PRIOR NOTICE BEFORE TAKING EFFECT.**

f. The quoted date of service, if applicable, is an important part of the bid. It, in many cases, may be the deciding factor in the award of bid.

g. Bidder shall carefully examine all documents in the Bid Packet a **12 month supply of Liquid Aluminum Sulfate (Alum) for water treatment** Should the bidder find discrepancies in, or omissions from bid forms, specifications or other documents, or should he/she be in doubt as to their meaning, he/she shall immediately notify the HWWS Purchasing Agent listed on page three (3) and obtain clarification by addendum prior to submitting any bid.

h. The Bidder shall verify the service requirements prior to submittal of bids and ensure ability to pick up and deliver the proposed material or equipment in a vehicle, which is compatible with the existing loading and unloading system.

i. The Bidder shall pay all royalties and charges which are legal and equitable for or on account of the use of patented appliances, products, or processes. Evidence of such payment or satisfaction shall be submitted upon request of the HWWS as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products, or processes are used.

5. EXCEPTIONS OR CHANGES

   a. No bid may be altered or amended after the bid date, although any bid may be withdrawn and resubmitted before that date. Any bids received after the bid date and time specified in the bid packet will be returned unopened.

   b. No changes or alterations will be allowed to the bidder’s instructions and specifications unless specifically changed by an addendum.

6. THE HWWS RESERVATIONS

   a. The Harlingen Waterworks reserves the right to hold all bids for a period of sixty (60) days without taking any action. Bidders are required to hold their bids firm for same period of time. If no action is taken within sixty (60) days all bids and bid deposits will be rejected and returned to owners.

   b. The Harlingen Waterworks System reserves the right to reject any or all bids, to waive defects and formalities in such bids, and to award the contract to the bidder which it considers has submitted the best and most advantageous bid.

   c. The Bid Award may be based on, but not necessarily limited to, the following factors:

      i. Conformity to specifications.
      ii. The purchase price, including payment discount terms.
      iii. The reputation of the bidder and of the bidder’s goods or services.
      iv. The quality of the bidder’s goods or services.
      v. The extent to which the goods or services meet the HWWS needs.
      vi. The bidder’s past relationship with the HWWS.
      vii. Delivery terms.
      viii. Payment terms.
      ix. Availability of product or service.
x. The total long-term cost to the HWWS to acquire the bidder's goods or services.
xii. Vendor's safety record.

d. HWWS reserves the right to waive or take exception to any part of these
specifications when in the best interest of the HWWS.
e. HWWS is a member of Texas Buy Board, TXMAS, National Joint Powers Alliance
(NJPA), US Communities, HGAC, and National IPA cooperative purchasing groups.
Please quote us based on the most advantageous pricing available.

7. SUBMISSION OF BID
a. Bids must be delivered or mailed to the Harlingen Waterworks System, Attn.:
Purchasing Agent, 114 North L Street, Harlingen, Texas 78551 in a sealed envelope
on or before the bid opening date and time. No late bids will be accepted.

b. The sealed Bid Envelope must include the following Documents:
   i. Acknowledgement of Addendum (Page 10, if applicable)
   ii. Form 1295 Filed with Texas Ethics Commission and notarized (Page 11)
   iii. Conflict of Interest Questionnaire Form (Page 12-13)
   iv. W9 or W8 Tax Identification Form (Page 14-15)
   v. Bid Sheet (Page 16)
   vi. Certification and Authorization of Bid (Page 17)
   vii. Two (2) executed (signed) originals of the Vendor Agreement (Page 18-26)

c. The sealed Bid Envelope must be clearly marked as follows:

   SEALED BID
   Bid Name: 12 month supply of
   Liquid Aluminum Sulfate (Alum) for water treatment
   Bid Date & Time: WEDNESDAY, July 12, 2017 at 2:00pm

d. The Harlingen Waterworks System may consider as irregular, any bid on which there
is an alternation of or departure from the Bid Sheet and Certification and
Authorization of Bid and, at its option, may reject any irregular bid.

8. MINIMUM REQUIREMENTS
These are the minimum requirements that will be acceptable to the Harlingen
Waterworks System. Any bid that does not meet the minimum requirements specified will
be rejected.

9. SPECIAL NOTE TO BIDDER
Whenever an article or material is defined by describing a proprietary product or by using the
name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article
or material shall be understood as descriptive, not restrictive: it is intended to indicate type and
quality desired. The Harlingen Waterworks System reserves the right to judge the quality of any
substitution. Bids on brand of like nature and quality will be considered. If bidding on other than
referenced specifications, bid must show manufacturer, brand, model, etc., of article covered.

INTERPRETATIONS OR ADDENDA
No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing no less than seventy-two (72) hours prior to the bid opening. Each interpretation made will be in the form of an Addendum to the bid documents and will be distributed to all parties holding bid documents no less than twenty-four (24) hours prior to the bid opening. It is, however, the bidder’s responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the bid documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

10. UNIT PRICE
Bidders must ensure that all calculations are correct. Calculation errors may be cause to reject a bid. Quote prices F.O.B. (Free on Board) in this project. Bid in units of hourly rate, as specified, extend and show total (as requested). The quantities stated in the Bid Sheet are representative samples purchased in previous years. Quantities are for reference only and does not bind HWWS to any quantity. Pricing shall be based on the best Governmental or Cooperative pricing available. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered. HWWS shall honor only the unit prices stated on the Bid Sheet Form. Therefore, it should incorporate any and all costs at time of submittal.

11. TAXES
The Harlingen Waterworks System is exempt from Federal Excise Tax, State Tax, and Local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. TAX IDENTIFICATION NUMBER (TIN)
In accordance with IRA Publication 1220, a W-9 Form, or a W-8BEN Form, in cases of a foreign vendor, will be required of all vendors doing business with the Harlingen Waterworks System. If a W9 or W8 form is not made available to HWWS, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. The W9 or W8 form must be included with the Bid. Attached are sample forms.

13. CORRECTIONS
Erasures or other corrections in the bid must be noted over the signature of the bidder.

14. BIDDER’S FACILITY LOCATION
The geographical location(s) of bidder's facilities will be given due consideration in the evaluation and award of bid. All items (applicable if more than one) will be evaluated and awarded individually or in any combination thereof.

15. TIME FOR RECEIVING BIDS
Bids received prior to the advertised hour of opening shall be securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered.

16. OPENING OF BIDS
The Harlingen Waterworks System shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.
17. WITHDRAWAL OF BIDS
Bids may be withdrawn by written request dispatched for delivery in the normal course of business prior to the bid opening.

TERMS & CONDITIONS

18. PROVIDER PERFORMANCE
HWWS require(s) Supplier(s)/Contractor(s) of these services to meet all specifications. In the event the Supplier/contractor is unable to meet all specified obligations of this Contract, HWWS may award contract to the Bidder whose bid is considered to be the next best and advantageous to the HWWS. Supplier/Contractor must also provide proper training, acceptable to Harlingen Waterworks System, in the operation of equipment.

19. TIME IS OF THE ESSENCE
a. Having adequate supplies is critical to the mission of HWWS. HWWS requires a delivery time of 72 hours from receipt of order to operate at maximum efficiency to meet the needs of its customers.

b. Therefore time is of the essence that the delivery occurs in a timely manner.

20. CONTRACT PERIOD
The 12 month supply of Liquid Aluminum Sulfate (Alum) for water treatment shall commence on signature of contract and expire on September 30, 2018. Two one-year extensions will be applicable with the satisfaction of both parties.

21. ORDERING, SHIPPING, HANDLING AND DELIVERY OF PRODUCT
a. Liquid Aluminum Sulfate (Alum) for water treatment shall be procured on an “as needed” basis and invoiced accordingly.

b. It is emphasized that the HWWS does not guarantee to procure any specific quantity of work listed during the period of this contract; rather, the quantities may vary depending upon the actual needs of the HWWS.

c. The Supplier/Contractor agrees to ensure that his/her carrier has all appropriate equipment such as tools, hoses, valves and suitable hydraulic or electrical devices capable of insuring a timely loading and unloading as not to interrupt the normal operation of the HWWS.

d. If delay can be foreseen, Supplier/Contractor shall give prior notice to HWWS. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the HWWS to acquire 12 month supply of Liquid Aluminum Sulfate (Alum) for water treatment elsewhere and charge increase in cost and handling to defaulting bidder.

e. Acceptable reasons for delayed delivery times are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, and war, (actions beyond the control of the successful bidder).

f. All deliveries shall be coordinated by the supplier/contractor to the location designated by the ordering HWWS personnel at time of order.
g. Pick up and Deliveries will only be accepted Monday through Friday, between the hours of 8:00 a.m. to 3:00 p.m.

h. All delivery tickets must be signed by the receiving HWWS employee and have a description of the equipment delivered.

22. INVOICING
All invoices must be submitted itemized as to the time worked, service description, and applicable discount (if any). In addition, invoices must show the Location Address to which the material was delivered, and the HWWS Purchase Order Number.

23. PAYMENT
Payment shall be made after the HWWS has approved the invoice or after HWWS has accepted the goods, whichever occurs later. HWWS agrees that the terms of this Contract and all rights otherwise reserved by law, shall constitute the sole, controlling contract terms.

24. INDEMNIFICATION
Supplier/Contractor shall indemnify, defend and hold harmless HWWS, its affiliates and subsidiaries, from and against any and all claims, liabilities, losses, damages, cost or expense (including but not limited to reasonable attorney’s fees) arising out of, resulting from or occurring in connection with the performance of the contract and/or supplies that is (I) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property including the loss of use thereof; and (II) caused in whole or in part by any negligent, strict liability or other act or omission of their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder. This indemnification shall extend to claims occurring after any contract is terminated as well as while it is in force.

25. EEOC GUIDELINES
During the performance of this Contract, the Supplier/Contractor agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, marital or veteran status, or physically challenging condition.

26. TERMINATION OF AGREEMENT
The contract may be terminated by the HWWS, at its option, upon thirty (30) days written notice. If the services furnished do not conform to the standard set forth herein, or if the deliveries and servicing of this Contract do not conform to the requirements detailed herein, the HWWS has the right to terminate this contract by giving the Supplier/Contractor five (5) calendar days written notice. The Supplier/Contractor shall be compensated for the goods or services satisfactorily provided/performed prior to the termination date.
ACKNOWLEDGEMENT OF ADDENDUM

12 MONTH SUPPLY OF LIQUID ALUMINUM SULFATE (ALUM) FOR WATER TREATMENT

Any interpretation, correction, or change to the invitation to bid will be made by ADDENDUM. Changes or corrections will be issued by the Harlingen Waterworks System. It is the responsibility of the bidders to visit the Harlingen Waterworks System Website, at www.hwws.com, to ascertain if any addenda have been issued and to obtain, execute, and include them with the bid.

Bidder acknowledges receipt of the following addendum or addenda.

No. 1 ________  No. 2 ________  No. 3 ________  No. 4 ________  No. 5 ________

Respectfully submitted by,

By:   _________________________________________________

Signature of Duly Authorized Representative

Printed Name: _________________________________________

Title:  ________________________________________________

Company Name: _______________________________________

Date:  ________________________________________________
CERTIFICATE OF INTERESTED PARTIES

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.

<table>
<thead>
<tr>
<th>1</th>
<th>Name of business entity filing form, and the city, state and country of the business entity's place of business.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</td>
</tr>
<tr>
<td>3</td>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Interested Party</th>
<th>City, State, Country (place of business)</th>
<th>Nature of Interest (check applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Controlling</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Intermediary</td>
</tr>
</tbody>
</table>

5 Check only if there is NO Interested Party. [ ]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ________________________________, this the ______ day of ____________________, 20___, to certify which, witness my hand and seal of office.

Signature of officer administering oath    Printed name of officer administering oath    Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.005(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

1. Name of vendor who has a business relationship with local governmental entity.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

3. Name of local government officer about whom the information is being disclosed.

Name of Officer

4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6. Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.005(a)(2)(B), excluding gifts described in Section 176.003(a-1).

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

7. Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/html/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:
  (i) a contract between the local governmental entity and vendor has been executed; or
  (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
  (i) a contract between the local governmental entity and vendor has been executed; or
  (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1):**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:
  (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
(2) the date the vendor becomes aware:
  (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  (B) that the vendor has given one or more gifts described by Subsection (a); or
  (C) of a family relationship with a local government officer.
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/sole proprietor or
   - Corporation
   - Single-member LLC
   - Partnership
   - Trust/estate
   - Other
   - Limited liability company

   Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4. Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any) (apply to accounts mentioned outside the U.S.)

5. Address (number, street, and apt. or suite no).

6. City, state, and ZIP code.

7. List account number(s) here (optional).

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here  Signature of U.S. person  Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fd.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN) or individual taxpayer identification number (ITIN) or adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report an information return amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1098-S (proceeds from real estate transactions)
- Form 1099-K (merchand sales and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1098-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

Do NOT use this form if:

- You are NOT an individual.
- You are a U.S. citizen or other U.S. person, including a resident alien individual.
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services).
- You are a beneficial owner who is receiving compensation for personal services performed in the United States.
- A person acting as an intermediary.

Instead, use Form:

- W-8BEN-E
- W-8BEN
- W-9
- W-8ECI
- W-8IMY

Part I Identification of Beneficial Owner (see instructions)

1. Name of individual who is the beneficial owner
2. Country of citizenship

3. Permanent residence address (street, apt., or suite no., or rural route). Do not use a P.O. box or in-care-of address.

   City or town, state or province. Include postal code where appropriate.

4. Mailing address (if different from above)

   City or town, state or province. Include postal code where appropriate.

5. U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)
6. Foreign tax identifying number (see instructions)

7. Reference number(s) (see instructions)
8. Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9. I certify that the beneficial owner is a resident of within the meaning of the income tax treaty between the United States and that country.

10. Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article of the treaty identified on line 9 above to claim a \( \% \) rate of withholding on (specify type of income): ________________

Explain the reasons the beneficial owner meets the terms of the treaty article: ________________

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution.
- The person named on line 1 of this form is not a U.S. person.
- The income to which this form relates is:
  (a) not effectively connected with the conduct of a trade or business in the United States;
  (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
  (c) the partner’s share of a partnership’s effectively connected income;
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

Sign Here

Signature of beneficial owner (or individual authorized to sign for beneficial owner) ________________ Date (MM-DD-YYYY) ________________

Print name of signer ________________ Capacity in which acting (if form is not signed by beneficial owner) ________________

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 20447Z Form W-8BEN (Rev. 2-2014)
City of Harlingen Water Works Systems (HWWS)
RFQ (R11/2011)
s.252, TX. Statutes

RETURN TO:
Harlingen Water Works Systems
114 N L Street
Harlingen TX 78551

BID SHEET
THIS IS NOT AN ORDER

VENDOR:

Name:
Address:
Address:
City, State, Zip:
Vendor E-mail:

All replies must refer to Request for Bid No: 16511

Date: 06/23/2017
Quotation should be received in this office by: Wednesday, July 12, 2017 at 2:00pm
Quote price and delivery FOB Destination.
Terms: Net 30

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity and Unit</th>
<th>Description</th>
<th>Price Per Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1,500,000 lbs</td>
<td><strong>Liquid Aluminum Sulfate (Alum)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The quantities stated in the Bid Sheet are based on prior year purchases and are for reference only and does not bind HWWS to any quantity.

Sign, and complete the vendor information in the upper left hand area and return this sheet as part of your bid response.

Delivery Time:

In signing this Quotation we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a quotation; that this quotation has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this quotation has not been knowingly disclosed prior to the opening of quotations to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Quotation and all terms of our quotation.

<table>
<thead>
<tr>
<th>Name of Authorized Company Representative (Type or Print)</th>
<th>Title</th>
<th>Phone ( )</th>
<th>Fax ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Above</td>
<td>Date</td>
<td>Federal Employer Identification No.</td>
<td>Social Security No. if Sole Proprietor (Voluntary)</td>
</tr>
</tbody>
</table>
CERTIFICATION AND AUTHORIZATION OF BID

12 MONTH SUPPLY OF LIQUID ALUMINUM SULFATE (ALUM) FOR WATER TREATMENT

The undersigned hereby certifies that he/she has fully read and understands this “Request for Bid” and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished, including the careful examination of the Vendor Agreement, Instructions to Bidders, Specifications, and Bid Sheet and intends to adhere to the provisions described herein. It is further agreed that the quantities of materials to be furnished may be increased or decreased as may be considered necessary, at the unit price set forth on the Bid Sheet. The undersigned also affirms that they are duly authorized to submit the Bid Sheet, that the Bid Sheet has not been prepared in collusion with any other vendor, and that the contents of the Bid Sheet have not been communicated to any other Vendor prior to the official opening of this Bid.

I have read and agree to comply with all of these requirements.

FIRM’S REPRESENTATIVE: _____________________________________________
(Signature)

TYPE/PRINT NAME: _____________________________________________

TITLE: _____________________________________________

COMPANY NAME: _____________________________________________

MAILING ADDRESS: _____________________________________________

CITY, STATE, & ZIP CODE: _____________________________________________

TELEPHONE NO.: _____________________________________________

FAX NO.: _____________________________________________

E-MAIL ADDRESS: _____________________________________________

DATE: _____________________________________________
Vendor Agreement - Material Provider

THIS AGREEMENT by and between the Harlingen Waterworks System, a department of the City of Harlingen, Texas, a home-rule municipality, hereinafter referred to as the "Waterworks" and ______________________________, hereinafter referred to as "Vendor," evidences the following:

1.01 PARTIES - The parties to this Agreement are:

(a) Harlingen Waterworks System,
a department of the City of Harlingen, Texas,
a home-rule municipality

134 East Van Buren Avenue
Harlingen, Texas 78550-6828
Address mail to:
P.O. Box 1950
Harlingen, Texas 78551-1950

956-430-6100
FAX - 956-430-6111

(b) the Waterworks Authorized Representative:

956-430-________________

(c) Vendor:

956-________________
FAX - 956-

(d) Vendor's Authorized Representative:

956-________________

(e) The Vendor’s complete name is required. A Vendor that is a business entity other than a sole proprietorship must submit documentation to show that it is authorized to transact business in the State of Texas. A business or individual doing business under an assumed name must provide a copy of its Assumed Name Certificate filed with the proper authorities.

(f) A street address is required. Vendor may designate a post office box for mailing purposes only.
1.02 Vendor, including the Vendor's employees and suppliers, will at all times remain independent contractors and will not be considered representatives or agents of the Waterworks. The method and manner of performance of Vendor's undertaking under this Agreement will be under the exclusive control of Vendor.

2.01 **MATERIAL PURCHASED:** This Agreement is for the purchase of:

[General Description of Material Purchased]

2.02 **CONTRACT DOCUMENTS** - The Contract Documents are:

(a) This Agreement;

(b) The bid specifications;

(b) Vendor's bid; and

(c) Other (specify or state "none") ________________________________

2.03 **INFORMATION FROM VENDOR** - At the Waterworks' request, Vendor will provide:

(a) factual information as to the existence and financial stability of Vendor; and

(b) a list of other municipalities being served by Vendor.

3.01 **DELIVERY DATE** - The material that is the subject of this Agreement will be delivered to the Waterworks in the amount requested and no later than _______ business days after the request. Vendor understands that the Waterworks may not require or request the entire amount of the materials that are the subject to of the Contract Documents and will only request delivery when and in the amount needed as determined solely by the Waterworks.

4.01 **PAYMENT TO VENDOR**

(a) Contract Sum - Vendor will be paid the sum of $______________ for the quantity of material requested by the Waterworks and actually delivered.
(b) Request for Payment - Vendor will send an invoice to the Waterworks by the 10th of the month following the delivery of the material during the previous month. Submission of an invoice by Vendor is a representation that the material invoiced has been delivered in accord with the terms of this Agreement and that the material delivered meets the specifications for the type of material delivered.

(c) Payment by the Waterworks does not imply that the material invoiced meets applicable specifications. The Waterworks reserves the right to test the material provided for specification compliance.

(d) Payment will be made to Vendor no later than 30 days after approval of the Vendor's invoice.

4.02 INSURANCE REQUIREMENTS - Vendor is responsible for procuring and maintaining insurance coverage for the following claims:

(a) Claims for workers' compensation, which will be in the amount required by the laws of the State of Texas;

(b) Claims by Vendor's employees for bodily injury, sickness, disease, or death;

(c) Claims by any person other than Vendor's employees for bodily injury, sickness, disease, or death;

(d) Claims for personal injury sustained by any person as a direct or indirect result of Vendor's employment of the person or sustained by any other person;

(e) Claims for damage to property (other than the work) because of injury to or destruction of tangible property, including loss of use;

(f) Claims for damages for personal injury, death, or property damage resulting from Vendor's use and/or maintenance of any motor vehicle; and

(g) Claims for contractual liability arising from Vendor's obligations under this Agreement.

4.02 Vendor will, at its expense, purchase and maintain insurance on all of its operations including the following:

(a) Comprehensive General Liability:

$1,000,000 each occurrence, $1,000,000 aggregate coverage

$1,000,000 for products and completed operations

(b) Commercial Automobile Liability
4.03 All insurance coverage will be occurrence coverage and will be with an insurance
carrier rated A-1 or better in the most current edition of A.M. Best's ratings guides.

4.04 Vendor will name the Waterworks and the City of Harlingen as additional
insureds under the general liability and automobile liability policies.

4.05 Certificates of Insurance

(a) Vendor will provide the Waterworks with Certificates of Insurance and an
endorsement naming the Waterworks and the City of Harlingen and additional insureds before
commencing work on the Project.

(b) The Certificates will provide that no coverage will be canceled, renewal refused,
or materially changed for the duration of this Agreement unless at least thirty days prior written
notice is given to the Waterworks.

4.06 Vendor will be responsible for any delay caused by failure to provide the required
insurance and will not be entitled to any extensions of time for any such delay.

4.07 Waiver of Subrogation - the Waterworks and Vendor waive all rights against each
other for damages caused by perils to the extent such perils are covered by insurance, except
such rights as they may have to insurance proceeds.

4.08 Waiver of Subrogation Endorsement - Vendor will require the insurance policies
provided pursuant to this agreement to contain a provision waiving subrogation, whether in the
policy or by endorsement.

5.01 WARRANTIES

(a) Vendor warrants that:

(1) All material will be paid for in accord with the terms for the
purchase of the materials from the Vendor's provider and
that the material will be free of the rightful claim of any
provider or other third person;

(2) The material will meet or exceed the requirements of this
Agreement including all applicable statutes, regulations,
industry standards, and applicable codes;

(3) The material will be merchantable with respect to goods of
that kind as defined by § 2.314, Texas Business &
Commerce Code; and
(4) The material will be suitable and fit for its intended purpose in compliance with § 2.315, Texas Business & Commerce Code.

(e) Vendor warrants its materials for the period and under the terms required by the bid documents.

(f) Vendor hereby assigns to the Waterworks any warranty for any material provided by the manufacturer and/or provider of such material, which assignment is in addition to Vendor's warranties set forth herein.

(g) These warranties are in addition to warranties provided by Vendor. These warranties prevail over any warranty disclaimer by Vendor and over any warranty by Vendor inconsistent with these warranties.

5.02 WARRANTY PERFORMANCE STANDARDS

(a) Vendor recognizes that: (1) the Waterworks is a public utility that operates its facilities 24 hours every day; (2) the potable water and sewage treatment services provided to the Waterworks' customers are critical to its customers, its operations, and its entire service area; (3) regulated by the Texas Commission on Environmental Quality and the Texas Public Utility Commission; and (4) is subject to fines and penalties for failure to comply with applicable statutes and regulations.

(b) Vendor will be available to perform warranty and/or out-of-warranty service no more than 24 hours after notice by the Waterworks of a request for warranty or out-of-warranty service and will meet the warranty requirements set forth herein.

(c) Warranty and out-of-warranty service will be performed expeditiously and the material made ready for return to service at the Waterworks' facilities within a reasonable time. Vendor will provide to the Waterworks an estimate of the time required for the service to be performed and will keep the Waterworks reasonably informed of the status of the service. For out-of-warranty service, Vendor will provide an estimate of the cost of the service to be performed and will not incur any expense until expressly authorized by the Waterworks.

(d) Parts required for warranty or out-of-warranty service will be new and the same or better quality than the original parts in the material serviced.

(e) Any dispute regarding whether a particular claim for service to be done by Vendor is covered by warranty will not delay the performance of the service required to return the material to service. Any disputes will be resolved as set forth in this Agreement. In the event Vendor's opinion that the requested service is not covered by warranty, Vendor will immediately inform the Waterworks of the factual basis for that determination. In that event, Vendor will provide an estimate of the cost of the service to be performed. Unless the
Waterworks agrees that the service requested is not covered by warranty, the service will nevertheless proceed expeditiously and the dispute will be resolved as set forth herein.

6.01 TERMINATION OR SUSPENSION

(a) the Waterworks may terminate this Agreement when, in the sole opinion of the Waterworks, there has been significant noncompliance with this Agreement.

(b) In lieu of termination of this Agreement, the Waterworks may, in its sole discretion, elect to request that deficiencies in the material be corrected. If the Waterworks, in its sole discretion, determines that deficiencies are not being corrected in a timely manner, the Waterworks may terminate this Agreement.

(c) A decision by the Waterworks to terminate the Agreement is not subject to the dispute resolution process set forth herein.

7.01 RESOLUTION OF DISPUTES

(a) In the event a dispute arises, except a decision by the Waterworks to terminate the Agreement, delivery of material will continue to the extent possible.

(b) In the event of a dispute that cannot be resolved between the parties, the parties agree to select a mediator to assist in resolving the dispute. Each party to the mediation will pay an equal share of the cost of the mediation.

(c) In the event the dispute cannot be resolved by mediation, the parties may agree to a binding or nonbinding arbitration or may choose to litigate the dispute. Each party to an arbitration proceeding will pay an equal share of the cost.

8.01 INDEMNIFICATION

(A) VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE WATERWORKS, THE CITY OF HARLINGEN, THEIR AFFILIATES, SUBSIDIARIES, RELATED ENTITIES, COMMISSIONERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, OR EXPENSES ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE WORK TO BE PERFORMED OR MATERIALS DELIVERED THAT IS:

(1) ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASE, OR DEATH OF ANY PERSON;

(2) ATTRIBUTABLE TO ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL OR PERSONAL PROPERTY INCLUDING THE LOSS OF USE THEREOF; AND
(3) CAUSED IN WHOLE OR PART BY ANY
NEGLIGENCE, STRICT LIABILITY, OR OTHER ACT OR
OMISSION OF:

(a) VENDOR AND ANY SUPPLIER OR THEIR
RESPECTIVE AGENTS, REPRESENTATIVES,
EMPLOYEES AND/OR

(b) THE WATERWORKS AND/OR THE CITY OF
HARLINGEN AND THEIR AFFILIATES, SUBSIDIARIES,
RELATED ENTITIES, COMMISSIONERS, OFFICERS,
DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, AND
REPRESENTATIVES OR ANY OTHER PARTY FOR
WHOM THEY MAY BE LIABLE REGARDLESS OF
WHETHER SUCH LIABILITY IS CAUSED IN WHOLE OR
PART BY THE NEGLIGENCE, STRICT LIABILITY, OR
OTHER ACT OR OMISSION OF THE PARTIES SO
INDEMNIFIED.

(B) THIS INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN
WAY BY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES,
COMPENSATION, OR BENEFITS PAYABLE UNDER ANY WORKERS'
COMPENSATION ACT, LIABILITY BENEFIT ACTS, OR OTHER EMPLOYEE
BENEFIT ACTS.

8.02 NOTICES

(a) Any notice required by this agreement will be given at the address or telephone
facsimile number shown above.

(b) Notices sent by mail will be deemed delivered when received.

(c) Notices sent by telephone facsimile will be deemed delivered when received
except that facsimile notices sent after 5:00 p.m. at the location of the recipient will be deemed
delivered the following business day.

9.01 GENERAL PROVISIONS

(a) Construction and Place of Performance - This Agreement will be construed under
and in accord with the laws of the State of Texas, and all obligations of the Parties created
hereunder are performable in Cameron County, Texas.

(b) Execution of Other Instruments - The Parties hereto agree that they will execute
such other and further instruments and documents as are or may become necessary or convenient
to effectuate this Agreement.
(c) Paragraph Headings - The paragraph headings used in this Agreement are for convenience only and are not to be considered in construing its terms.

(d) Parties and Successors Bound - This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, as may be applicable.

(e) Prior Agreements - This Agreement supersedes any prior understandings or written or oral agreements between the Parties with respect to the subject matter of the Agreement and contains the entire Agreement between the Parties as of the date of its execution.

(f) Modification - This Agreement may be modified only in writing subscribed by the Parties hereto.

(g) Electronic Transmissions - Unless expressly agreed by the parties in an electronic transmission: (1) this agreement may not be modified by means of an electronic transmission; and (2) nothing in an electronic transmission will satisfy the requirements for a writing or constitute a contract or electronic signature under: (a) the Electronic Signatures in Global and National Commerce Act, (b) any version of the Uniform Electronic Transactions Act including Ch. 322, Texas Business and Commerce Code, (c) any other state or federal statute or regulation governing electronic transactions, (d) any course of dealings between the parties, or (e) any common business practice.

(h) Effective Date - This Agreement will be effective on the date last signed by a Party hereto.

Harlingen WATERWORKS System,
a department of the City of Harlingen, Texas,
a home-rule municipality

By: ______________________________

Timothy E. Skoglund, P.E.
its General Manager

Date ) ___________________________
THIS AGREEMENT CONTAINS
AN INDEMNIFICATION PROVISION

____________________________________  
[Name of Vendor]

By: ______________________________

Print ) _________________________
Name ) _________________________
Title ) _________________________
Date ) _________________________
CHEMICAL SPECIFICATIONS

FOR Liquid Aluminum Sulfate (Alum)(SO4)3, .49 H20

FOR TREATMENT OF MUNICIPAL WATER SUPPLY

This request for proposals is for Liquid Aluminum Sulfate (Alum)(SO4)3, .49 H20 to be delivered to the Downtown Water Treatment Plant on 412 N. 3rd Street, Harlingen, Texas. Deliveries shall be made between the hours of 8:00 a.m. - 3:00 p.m. unless otherwise requested.

GENERAL CONDITIONS

Product must meet or exceed ANSI/AWWA B403-93 Standard for Aluminum Sulfate, NSF and be acceptable to E.P.A. and The Texas Department of Health for potable water treatment. Product shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the aluminum sulfate.

The bidder shall submit a price per pound for a twelve (12) month supply of Liquid Aluminum Sulfate (Alum)(SO4)3, .49 H20. Delivery must be within three (3) calendar days after the order is placed and on an “as needed” basis. Amount requested to be shipped will be approximately 4,000 gallons per load. Delivery will be to the Downtown Water Treatment Plant at 410 N. 3rd St. Deliveries should be made between the hours of 8:00 a.m. and 3:00 p.m. unless otherwise requested.

Successful bidder will be required to perform supervised bench tests in the Harlingen Waterworks System’s laboratory to determine the most cost effective product, if prior testing has not been done. The product must operate on both water treatment plants and be capable of producing a flock to withstand prolonged mixing.

Typical Properties

The Liquid Alum to be furnished shall meet the following chemical and physical specifications. The Liquid Alum shall be a colorless liquid and the clarity should not exceed 5 NTU.

<table>
<thead>
<tr>
<th>Property</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific Gravity (g/cc)</td>
<td>1.30 – 1.32</td>
</tr>
<tr>
<td>Total Soluble Aluminum as Al, Wt.%</td>
<td>4.23 – 4.50</td>
</tr>
<tr>
<td>Total Soluble Aluminun as Al2O3, Wt. %</td>
<td>8.0 – 8.5</td>
</tr>
<tr>
<td>Total Water Soluble Iron as Fe, ppm</td>
<td>15.0 – 45.0</td>
</tr>
<tr>
<td>Ferric Iron As Fe2O3, ppm</td>
<td>20.0 – 60.0</td>
</tr>
<tr>
<td>Basic Alumina, Wt. %</td>
<td>&lt;0.1</td>
</tr>
<tr>
<td>Free Acid Residual, Wt. %</td>
<td>0.0</td>
</tr>
<tr>
<td>Insoluble Matter, ppm</td>
<td>1.0 – 10.0</td>
</tr>
<tr>
<td>Turbidity, NTU</td>
<td>3.0 – 35.0</td>
</tr>
<tr>
<td>pH</td>
<td>2.3 – 2.7</td>
</tr>
<tr>
<td>TOC, ppm</td>
<td>&lt;25</td>
</tr>
<tr>
<td>Chloride, ppm</td>
<td>50 - 100</td>
</tr>
</tbody>
</table>

Shipping
Delivery of Liquid Aluminum Sulfate (Alum)(SO4)3, .49 H20 shall be supplied in bulk and is to be shipped by tank truck suitable in conditions for hauling Liquid Aluminum Sulfate (Alum)(SO4)3, .49 H20. Tanks shall not contain any substances that might affect the use or usefulness of the Liquid Aluminum Sulfate (Alum)(SO4)3, .49 H20 in treating the water supplies. Delivery shall be via bidder’s owned and operated trucks, or by a common carrier chosen by the bidder. Should a common carrier be used, bidder shall have a trained company representative present at the time of each delivery.

Bidder shall notify carrier that only clean tanks shall be used when delivering the product. All drivers shall be thoroughly trained and be familiar with the related hazards, safety measures, and spill cleanup procedures.

All spills and leakage during unloading, regardless of size, shall be properly and immediately cleaned up by bidder’s personnel.

All truck shipments shall be accompanied by certified weight tickets and material safety data sheets. The shipper shall follow all Local, State, Federal and U.S. Department of Transportation (DOT) requirements.

**Special Note**

The Successful Bidders will be required to submit proof of qualifications, including type of product being bid, references, all insurance coverage, name of current service personnel, E.P.A. registration number for Liquid Aluminum Sulfate (Alum)(SO4)3, .49 H20, laboratory qualifications, material safety data sheets, written acceptance of state regulatory officials, and all other pertinent information related to this bid.

**IN THE EVENT THE PRODUCT FAILS TO MEET THE BID SPECIFICATIONS SET BY THE HARLINGEN WATER WORKS SYSTEM AFTER THE BID HAS BEEN AWARDED, THE BIDDER WILL BE NOTIFIED IMMEDIATELY AND SHALL REMOVE AND REPLACE PRODUCT AT EACH SITE, AT THE BIDDER’S EXPENSE. THE HARLINGEN WATER WORKS SYSTEM RESERVES THE RIGHT TO PROVIDE THE BIDDER WITH A WRITTEN THIRTY (30) DAYS NOTICE OF CONTRACT CANCELLATION WITH NO FURTHER OBLIGATIONS.**