HARLINGEN WATER WORKS

REQUEST FOR PROPOSALS/TRIALS/ SPECIFICATIONS
NO.18-026
FOR A TWELVE (12) MONTH SUPPLY OF
LIQUID ALUM-POLYMER BLEND

RFP DEADLINE AND OPENING:
FRIDAY, JUNE 29, 2018 2:00 P.M.
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REQUEST FOR PROPOSALS/TRIALS

Date: May 29, 2018

Dear Bidder:

The Harlingen Waterworks System (Waterworks) invites you to participate in trials for RFP 18-026 for **A TWELVE (12) MONTH SUPPLY OF LIQUID ALUM-POLYMER BLEND, (APPROXIMATELY 2,100,000 POUNDS)**. Detailed specifications may be obtained on the Harlingen Waterworks System Website at www.hwws.com. Bids will be requested after the request for proposals are reviewed.

Only qualifying trial solutions will be entertained in this RFP. Those whose product was approved need to submit their approved product letter which was issued by David R. Sanchez along with their RFP’s response.

The Harlingen Waterworks System will receive Sealed RFP’s addressed to the Purchasing Manager’s Office at 114 North “L” Street, Harlingen TX 78551 at date and time to be determined and advertised after trials are complete. No Late RFP’s will be accepted. The RFP’s will be publicly opened and read aloud. All Vendors are invited to attend the opening. RFP Opening and Deadline to deliver is June 29, 2018 at 2:00 PM

We request that you carefully read the “Instructions to Suppliers” which are enclosed. Questions concerning this RFP Packet must be made in writing via e-mail or fax to:

**Name:** Sanjuana Garcia  
**Title:** Purchasing Manager  
**E-Mail:** sjgarcia@hwws.com  
**Fax:** (956) 440-6560

The Harlingen Waterworks System reserves the right to refuse and reject any or all RFP’s, 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,

*Sanjuana García*  
*Purchasing Manager*
Notice to Prospective Suppliers

The Harlingen Waterworks System will be taking RFP’s for a twelve-month supply of **LIQUID ALUM & POLYMER BASED BLEND** for the treatment of municipal water supply.

All Suppliers will be required to perform blend trials prior to bid opening and must submit proof of a qualified working blend that meets all typical properties set forth in this document. The Blend to be furnished shall meet the following chemical and physical specifications:

**TYPICAL PROPERTIES**

The Blend to be furnished shall meet the following chemical and physical specifications:

- **Chemical Replacement:** Alum & Polymer
- **Chemical Elimination:** Caustic Soda
- **Dosage range:** 40-50 mg/L
- **pH:** Final effluent pH of $\geq 7.2 - \leq 7.4$
- **Useful Season(s):** All Year
- **Turbidity in clarifier:** 0.3 - 1.2
- **Turbidity in filter:** < .15
- **Raw Water Quality:** Must be effective in ALL raw water qualities
- **Compatibility:** Must be compatible with all other chemicals typically used in water treatment such as but not limited to general purpose oxidants, algacides/bactericides etc.

Interested parties must submit their intent to participate in writing to the Waterworks by 2:00 pm on Friday, June 29, 2018 in order to receive a schedule appointment date. Waterworks is not responsible for technical difficulties, please confirm receipt of documents. This appointment will allow bidders to perform blend trials in our plant for the purpose of developing a qualifying blend that meets all typical properties stated. Please note that all appointments will be given on a first come first serve basis. The Waterworks will track the performance of all blends to insure that its performance meets the criteria set forth. By the blends performance and data collected in these trials the Waterworks will determine if the blend is deemed qualified. Failure to submit proof of a qualifying blend at bid opening will result in disqualification of the bidder.

Once your company has been scheduled to perform a one (1) week trial you can perform jar testing any time before your schedule trial period, be sure to call ahead. For this trial only, we will require a maximum for 10, 300 gallon totes. If your company requires a pre-trial meeting Waterworks will be happy to schedule a meeting to answer any questions. Trial cost per gallon must be submitted in writing with your intend to participate by Friday, June 29, 2018 at 2:00pm.

Please submit your intent to participate in trial to Sanjuana Garcia, Purchasing Manager, at:
- **Office:** 956-440-6560
- **Fax:** 956-440-6590
- **sjgarcia@hwws.com**
INSTRUCTIONS TO SUPPLIERS

RFP 18-026 INFORMATION

1. The Request for Proposal/Trials
   a. Competitive formal RFP’s will be received for:

      A TWELVE (12) MONTH SUPPLY OF LIQUID ALUM-POLYMER BLEND in the
      Office of the Purchasing Manager at 114 North “L” Street Harlingen, Texas
      78551 at a date and time TBD after trials are completed. No late RFP’s will be
      accepted.

   b. Please read the specifications thoroughly and be sure that the A TWELVE (12)
      MONTH SUPPLY OF LIQUID ALUM-POLYMER BLEND 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 RFP. If there are no
      exceptions, and you are the successful supplier, after the trials are complete, it
      will be required that the item requested be provided as specified.

   c. Where in this RFP package A TWELVE (12) MONTH SUPPLY OF LIQUID
      ALUM-POLYMER BLEND is used, its meaning shall refer to the establishment of
      A TWELVE (12) MONTH SUPPLY OF LIQUID ALUM-POLYMER BLEND as
      specified for successful qualified suppliers. Further information will be requested.

2. DESCRIPTION

   A TWELVE (12) MONTH SUPPLY OF LIQUID ALUM-POLYMER BLEND to be
   furnished under this proposal shall be the type specified. All specifications shown
   are at minimum, there is no intention to disqualify any bidder who can meet the
   specifications.

3. RFP 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. SUPPLIER’S RESPONSIBILITIES
   a. All the requested information must be filled in clearly and completely to avoid
      possible disqualification of the bid submitted.

   b. Suppliers must include with RFP no., two (2) executed (signed) originals of
      the Vendor Agreement.

   c. Suppliers will be required to hold their prices firm for the contract period.

   d. The Supplier 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.
e. 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 Waterworks 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 RFP may be altered or amended after the RFP date, although any RFP may be withdrawn and resubmitted before that date. Any RFP’s 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 Supplier’s instructions and specifications unless specifically changed by an addendum.

6. THE WATERWORKS 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 Waterworks needs.
      vi. The bidder’s past relationship with the Waterworks.
      vii. Delivery terms.
      viii. Payment terms.
      ix. Availability of product or service.
      x. Any relevant criteria specifically listed in this request for bid.
      xi. Vendor’s safety record.
   d. Waterworks reserves the right to waive or take exception to any part of these specifications when in the best interest of the Waterworks.
   e. Waterworks 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 Manager, 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 RFP Envelope must include the following Bid Documents:
   i. Acknowledgement of Addendum
   ii. Ethics Statement
   iii. Conflict of Interest
   iv. Certification and Authorization
   v. Form 1295-Certificate of Interest Parties filed with Texas Ethics Commission and Notarized (Attachment)

c. The sealed RFP Envelope, along with supplier name and address, must be clearly marked as follows:

   RFP/TRIALS
   RFP Name: 18-026
   - A TWELVE (12) MONTH SUPPLY OF LIQUID ALUM-POLYMER BLEND.
   DUE DATE JUNE 29, 2018 AT 2:00 PM

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 SUPPLIER
   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 supplier. Each request for an interpretation shall be made in writing no less than seventy-two (72) hours prior to the RFP 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 supplier’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. CORRECTIONS
Erasures or other corrections in the bid must be noted over the signature of the bidder.

11. SUPPLIER’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.

12. TIME FOR RECEIVING RFP’S
RFP’S 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.

13. OPENING OF RFP’S
The Harlingen Waterworks System shall, at the time and place fixed for the opening of RFP’s open each RFP and publicly read it aloud, irrespective of any irregularities therein. Suppliers and other interested individuals may be present.

14. WITHDRAWAL OF RFP’s
RFP’s may be withdrawn by written request dispatched for delivery in the normal course of business prior to the bid opening.

TERMS & CONDITIONS

15. PROVIDER PERFORMANCE
Waterworks 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, Waterworks may award contract to the Bidder whose bid is considered to be the next best and advantageous to the Waterworks. Supplier/Contractor must also provide proper training, acceptable to Harlingen Waterworks System, in the operation of equipment.

16. TIME IS OF THE ESSENCE
a. Having adequate supplies is critical to the mission of Waterworks. Waterworks 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.

17. CONTRACT PERIOD
The A TWELVE (12) MONTH SUPPLY OF LIQUID ALUM-POLYMER BLEND shall commence and awarded bidder will be notified after Board of Directors has approved contract.

18. ORDERING, SHIPPING, HANDLING AND DELIVERY OF PRODUCT
a. A TWELVE (12) MONTH SUPPLY OF LIQUID ALUM-POLYMER BLEND shall be procured on an “as needed” basis and invoiced accordingly.

b. It is emphasized that the Waterworks 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 Waterworks.

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 Waterworks.

d. If delay can be foreseen, Supplier/Contractor shall give prior notice to Waterworks. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the Waterworks to acquire service for A TWELVE (12) MONTH SUPPLY OF LIQUID ALUM-POLYMER BLEND 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 locations designated by the ordering Waterworks 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 Waterworks employee and have a description of the commodity delivered.

19. 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, the Waterworks Fleet Unit Number and the Waterworks Purchase Order Number.

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

21. INDEMNIFICATION
Supplier/Contractor shall indemnify, defend and hold harmless Waterworks, 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.

22. 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.

23. TERMINATION OF AGREEMENT
The contract may be terminated by the Waterworks, 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 Waterworks 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.
CHEMICAL SPECIFICATIONS
RFP 18-026

FOR A TWELVE-MONTH SUPPLY CONTRACT FOR THE PURCHASE OF
LIQUID ALUM & POLYMER BASED BLEND
FOR TREATMENT OF MUNICIPAL WATER SUPPLY

This request for proposals is for LIQUID ALUM & POLYMER BASED BLEND to be delivered to M. F. Runnion Water Treatment Plant on 2525 Dixieland Road, 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, ANSI/AWWA B451 – 92 Standard for Polyelectrolyte type of coagulant chemical, 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.

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 M. F. Runnion Water Treatment Plant at 2525 Dixieland Road. Deliveries should be made between the hours of 8:00 a.m. and 3:00 p.m. unless otherwise requested.

Successful supplier will be required to perform supervised bench tests and blend trials prior to bid opening to determine the most effective product in relation to cost and performance. Proof of a working/qualifying blend that meets all typical properties set forth in this document must be submitted at a later bid opening. Failure to submit proof of a working/qualifying blend at bid opening will result in disqualification of the bidder. The product must operate at the M. F. Runnion Water Treatment Plant and be capable of producing a flock to withstand prolonged mixing.

TYPICAL PROPERTIES

The Blend to be furnished shall meet the following chemical and physical specifications:

<table>
<thead>
<tr>
<th>Property</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemical Replacement:</td>
<td>Alum &amp; Polymer</td>
</tr>
<tr>
<td>Chemical Elimination:</td>
<td>Caustic Soda</td>
</tr>
<tr>
<td>Dosage range:</td>
<td>40-50 mg/L</td>
</tr>
<tr>
<td>pH:</td>
<td>Final effluent pH of ≥7.2 - ≤7.4</td>
</tr>
<tr>
<td>Useful Season(s):</td>
<td>All Year</td>
</tr>
<tr>
<td>Turbidity in clarifier:</td>
<td>0.3 - 1.2</td>
</tr>
<tr>
<td>Turbidity in filter:</td>
<td>&lt; .15</td>
</tr>
<tr>
<td>Raw Water Quality:</td>
<td>Must be effective in ALL raw water qualities</td>
</tr>
<tr>
<td>Compatibility:</td>
<td>Must be compatible with all other chemicals typically used in water treatment such as but not limited to general purpose oxidants, algaecides/bactericides etc.</td>
</tr>
</tbody>
</table>
SHIPPING

Delivery of LIQUID ALUM & POLYMER BASED BLEND shall be supplied in bulk and is to be shipped by tank truck suitable in conditions for hauling LIQUID ALUM & POLYMER BASED BLEND. Tanks shall not contain any substances that might affect the use or usefulness of the LIQUID ALUM & POLYMER BASED BLEND in treating the water supplies. LIQUID ALUM & POLYMER BASED BLEND shall be blended and mixed at the production plant and no tanker or transport mixing is allowable. LIQUID ALUM & POLYMER BASED BLEND shall not exceed 100º F upon delivery to the water treatment facility so adequate chemical cooling time must be achieved prior to delivery.

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. Any spills or leaks must be handled in accordance with any and all EPA/TCEQ regulations. Copies of all incident reports must be submitted to Waterworks.

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

All Bidders will be required to perform bench tests and blend trials prior to bid opening and must submit proof of a working/qualifying blend that meets all typical properties set forth in this document. Failure to submit proof of a working/qualifying blend at bid opening will result in disqualification of the bidder. Qualifications, including type of product being bid, references, all insurance coverage, name of current service personnel, E.P.A. registration number for LIQUID ALUM & POLYMER BASED BLEND, 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 THE 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.