



CITY OF DECATUR

CITY OF DECATUR, TEXAS

**REQUEST FOR BIDS
RFB2025-0925: Water Treatment Chemicals**

Bid Due Date: Monday, August 25, 2025 @ 2:00 pm

**Bid Opening Location:
303 East Walnut Street
Decatur, TX 76234**

**Bid Contact:
Anthony Estes
P.O. Box 1299, Decatur TX 76234
aestes@decaturtx.org
(940) 393-0267**

**CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
SEALED BID REQUEST**

MARK SEALED ENVELOPES WITH THE FOLLOWING INFORMATION:

ATTN: Public Works Department, City of Decatur TX

SEALED BID FOR: WATER TREATMENT CHEMICALS CONTRACT

BID #: RFB2025-0925	CLOSING DATE AND TIME:	Monday, August 25, 2025, 2:00 p.m.
	OPENING DATE AND TIME:	Monday, August 25, 2025, 2:00 p.m.
	BID OPENING LOCATION:	303 East Walnut Street Decatur, TX 76234

On the basis of the enclosed specifications please submit a bid for water treatment chemicals.

**Contract Period: October 1, 2025 thru September 30, 2026
Annual Contract with Two (2) Renewal Options**

For additional information contact:

Anthony Estes; Water Treatment Superintendent (940) 393-0267

[E-mail: aestes@decaturtx.org](mailto:aestes@decaturtx.org)

Greg Hall; Public Works Director (940) 393-0260

[E-mail: ghall@decaturtx.org](mailto:ghall@decaturtx.org)

Katherine Griffith, CTCD, Executive Administrative Assistant (940) 393-0263

[E-mail: kgriffith@decaturtx.org](mailto:kgriffith@decaturtx.org)

Unless otherwise noted above (by either party): bids may be awarded item by item; delivery terms and transportation charges are F.O.B., destination, freight prepaid. In addition, it is understood that bids may be awarded according to service and/or availability. Additionally, it is also understood and vendor agrees unconditionally, without reservation and/or condition that the city's purchasing representative will order as needed.

Indicate brand name and product number and attach descriptive literature clearly marked to show each item bid.

Failure to respond with either a bid or no bid will subject your firm to removal from the bid list for this type of material, equipment, supply item(s), or service(s). The City of Decatur reserves the absolute right to receive or reject any and/or all bids received.

The undersigned hereby offers to furnish and deliver the item(s) as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions of bidding all which is part of this offer. This offer is not subject to withdrawal without permission if award is made within sixty (60) days from opening date.

Company Name: _____ Delivery can be made _____

Address _____ City _____ State ____ Zip _____

Phone Number _____ E-mail Address _____

Authorized Signature

Print Name

Please read all attached documentation before submitting!

THE CITY OF DECATUR
BID SHEET FOR CHEMICALS

WATER TREATMENT CHEMICALS

ITEM	DESCRIPTION AND SPECIFICATIONS	UNIT	APPROX. QTY	UNIT PRICE	AMOUNT
01*	SODIUM HYDROXIDE/CAUSTIC SODA 25%	LBS.	322,000		
02*	CHEMOX 40: Sodium Permanganate 40%	LBS.	56,000		
03*	LIQUID AMMONIUM SULFATE	LBS.	54,000		
				TOTAL BID:	
For additional information contact: Anthony Estes (940)393-0267					

*SEE BID SPECIFICATIONS

Vendors shall supply an explanation and list dollar amounts of other charges not included in above: This includes trip charges and fuel surcharge.

SPECIAL CONDITIONS

The undersigned hereby certifies that he understands all the bid specifications, has read them carefully and will deliver and furnish all merchandise and services as specified in this bid.

DELIVERY

Contact information for checking status of orders and delivery:

Contact Name: _____

Telephone: _____

Title: _____

TERMS

Payment terms are NET 30 unless otherwise specified. Prompt payment discounts will be used by the City in determining the lowest responsible bidder.

_____ % discount if paid within _____ days from delivery and acceptance of goods or completion of service.

Firm Name Submitting Bid

Print/Type Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

Address

City, State, Zip

Telephone Number

Email Address

**THE CITY OF DECATUR
BID SPECIFICATIONS**

WATER TREATMENT CHEMICALS

CERTIFICATION:

- A) Product must be approved by the U.S.E.P.A. for use in drinking water
- B) Product must conform to AWWA Standards
- C) Product must be certified by the National Safety Foundation to conform to ANSI/NSF 60 Standard
- D) Product MSDS and NSF 60 sheets must be provided for all products delivered

DELIVERY:

Delivery is to be FOB to the City of Decatur's water treatment plant and raw water pump station.

Deliveries will be received Monday thru Friday from 7:00 a.m. to 4:00 p.m.

Delivery Points:

- A) Water Plant – 158 Private Road 1123, Decatur, TX 76234
- B) Raw Water Pump Station – 134 Private Road 1516, Bridgeport, TX.

SODIUM HYDROXIDE / CAUSTIC SODA 25%: Royce W. Simpson Water Treatment Plant - This product is an NSF ANSI/STD 60 Certified chemical used to adjust pH levels of water to stable conditions. SODIUM HYDROXIDE/CAUSTIC SODA 25% will be delivered in quantities of approximately 600 gallons. The City of Decatur has a 1,000 gallon day tank and will need to be filled when approximately 300 to 400 gallons left in tank.

CHEMOX 40 / Liquid Sodium Permanganate 40%: Raw Water Pump Station - This product is an NSF Certified ANSI/STD 60 Oxidized, used to address natural organics. We will need bi-weekly deliveries or "spot checks" to insure that the product levels are adequate and that the metering equipment is operating as needed. Many of these bi-weekly deliveries will require a delivery of less than 250 gallons for the purpose of assuring enough product is on site.

LIQUID AMMONIUM SULFATE: Royce W. Simpson Water Treatment Plant - This product is an NSF Certified ANSI/STD 60 material used along with Free Chlorine to produce Chloramine Disinfection. The LIQUID AMMONIUM SULFATE will be delivered in quantities of approximately 700-800 gallons. The City of Decatur has a 1,000 gallon bulk tank and will need to be filled when approximately 300 gallons left in tank.

STANDARD TERMS AND CONDITIONS
CITY OF DECATUR

Bidders are expected to examine the terms and conditions, specifications, drawings, instructions, and other relevant documents. Failure to do so will be at the bidder's risk.

Any request for explanations regarding this bid request for proposal or any request to modify specifications must be received by the Public Works Department with sufficient time allowed for a reply to reach bidder before the submission of their bids. Oral explanations or instructions will not be binding. Any modification or explanation given to a prospective bidder will be furnished to all prospective bidders as an "addendum", if such information is necessary to bidders in submitting bids or if the lack of such information would be prejudicial to uninformed bidders.

Specifications:

Any reference to specific brand name or manufacture is intended to indicate the type and grade required. Bid on items of "equal quality or better" will be considered.

When possible, bids must be accompanied by samples, brochures, drawings, or printed specifications. There shall be no charge for samples. Final determination that items meet specifications rest with the City of Decatur.

The City of Decatur may inspect and/or test all materials received. In the event the material fails to meet specifications as bid, the City reserves the right to void any contract or agreement in reference to this bid and reject all material. Awardee may be required to pick up all material at no cost to the City of Decatur. The awardee may also be liable for related laboratory and testing fees incurred by the City of Decatur.

Delivery:

Delivery terms and transportation charges are F.O.B. destination, freight pre-paid unless otherwise noted.

Awardee is expected to make delivery by the time specified. In the event delivery is not made within the time specified (without acceptable reasons for delay and written consent from the City of Decatur), the City of Decatur reserves the right to void any contract or agreement in reference to this bid.

Spills and Leakage:

Regardless of size, any spills and/or leakage shall be properly and immediately cleaned up by the vendor.

Bids:

Bids must be submitted on the form(s) supplied. Your bid must be signed in ink by an authorized representative.

Bid prices must be clearly printed or typed. If a unit price and extended price are requested, and there is a discrepancy between the two, the unit will prevail.

Bidders must bid on each item separately, being independent of the other items. In the same manner, the City of Decatur reserves the right to award each item separately, being independent of other items, unless otherwise stated by either party.

Quantities shown on the bid sheet are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the supplier shall not have a claim against the City of Decatur for quantities less than the estimated amount.

Submitting a Bid:

Bids must be submitted in a sealed envelope at or before closing date and time. Facsimile bids will not be accepted. Bids received after the closing date and time will not be considered.

Modification: Bids may be modified by submitting a new bid. You must mark the envelope and bid with the date of the modification. Upon doing so, all previous bids will be void. If you wish to withdraw a bid, the Public Works Department must receive written notice by the bid closing date and time (facsimiles will be accepted). The written notice must be signed by an authorized representative.

Evaluation:

The City may consider a bid non-responsive for the following reasons: Bidder has a poor service and/or product performance history regarding similar items; bidder does not have the financial stability, experience, resources, ability, capacity, skill, or organization to perform as bid, as defined by the City of Decatur; the City has a substantial reason to believe that bidder may not perform as bid; bidder does not have the ability to perform continued service and/or warranty work as required; plus any other factors deemed relevant by the City of Decatur.

The City will award the bid to the to the responsible bidder who provides goods or services at the best value for the municipality and may consider the following factors: Bid or proposal prices, storage and/or transportation requirements; life expectancy; maintenance and operation cost; operating efficiency; training requirements; disposal value; product or service warranty; proposed delivery schedules; any factors that may cause the City to incur additional direct or indirect expenses for any reason; plus any other factors deemed relevant by the City of Decatur.

The City of Decatur reserves the right to: Waive any defect, irregularity or informality in any bid, or bidding procedure; reject or cancel any and all bids, reissue a bid invitation; extend the bid opening time and date; procure any item by other means; and consider and accept an alternate bid as provided herein when most advantageous to the City.

Escalation & De-Escalation Policy:

It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of the bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases their price to the vendor; however the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. The vendor shall provide notice to the City of Decatur's Purchasing Agent at least two (2) days in advance of any increase in the unit price bid. The two (2) day period shall begin upon receipt of the notice. The City of Decatur reserves the right to cease purchase of the product, purchase from the secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

Contract:

The acceptance by the City Council of a bid submitted in response to this invitation shall create a contract. The contract is effective for a period of one year from the day the City Council votes to accept the bid, unless a different time period is identified in the bid sheet or specifications. All pricing will be held firm during the one-year contract period.

At the end of the one year contract period, the City will have an option to renew the contract for an additional one year period. The renewed contract will have the same terms, conditions, and prices as the original contract. The contract may be renewed a maximum of two times. If the successful bidder cannot continue to perform under the contract for the renewed term, it may terminate the contract with no less than 60 days' written notice to the City.

The City shall have the right to terminate the contract with no less than 30 days' written notice.

Conflicts of Interest:

It shall be a conflict of interest for any employee of the City of Decatur to initiate, directly or indirectly, procurement when the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

Bid Award Recipient Requirement:

House Bill 1295 requires contracts that go to Council for approval, require action on the vendors' part to complete a form on the Texas Ethics website. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

A link to a question and answer page from the Texas Ethics Commission website has been provided, with links to the filing page. The Bid Award Recipient will need to create an account and complete form 1295 on the Texas Ethics Commission Website. They will need to print a copy of the completed form (which will include a certification of filing and will have a unique certificate number) the form will need to be signed by an authorized agent and notarized. https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

APPENDIX A

INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If the responsible bidder fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Decatur, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Decatur.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better.**
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Decatur, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of four years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

APPENDIX A (Continued)

INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] **A. General Liability Insurance:**

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[X] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

Attachment A - STATE RECIPROCAL REQUIREMENT

The City of Decatur, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

- 1. Where is your principal place of business? _____
- 2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located? _____
 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage?

YES	NO
-----	----
 - C. If "YES", what is that dollar increment or percentage? _____

NON-COLLUSION STATEMENT

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

Vendor: _____

Address: _____

City, State, Zip: _____

Signature of company official authorizing this bid: _____

Printed Name: _____

Title: _____

Attachment B - STATE OF TEXAS – FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE

For A Vendor or Other Person Doing Business with the City of Decatur

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Decatur not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed.

Please return the completed form to: City of Decatur, Attn: Public Works Dept., P.O. Box 1299, Decatur, TX 76234

See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006.

A City of Decatur employee or officer is defined as a member of the Decatur City Council, Decatur Economic Development Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

1. Please provide the following information:

Company Name	
Representative Name	
Address / Phone	

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

3. Name of each employee, official, or contractor of the City of Decatur who makes purchasing decisions or recommendations regarding the use of funds of the City or corporations listed above and describe the affiliation or business relationship with your firm.

NAME	AFFILIATION OR BUSINESS RELATIONSHIP

State of Texas-Conflict of Interest Form (CIQ)
Attachment B - Continued
Page 2

Complete item 4 below only if you have listed someone in item 3 on the previous page. This section must be completed for each officer with whom the vendor/business (filer) has an affiliation or other relationship. Attach additional pages, if necessary.

4.

NAME			
A	Is the City of Decatur employee or officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?	YES	NO
B	Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the City of Decatur officer named in this section and the taxable income is not from the City of Decatur?	YES	NO
C	Is the filer of this questionnaire affiliated with a corporation or other business entity that the City of Decatur employee or officer serves as an officer or director, or hold an ownership of 10 percent or more?	YES	NO
D	Describe each affiliation or business relationship.	YES	NO

 Signature of person doing business with the City of Decatur

 Date

ATTACHMENT C - REFERENCES

Please list three (3) Government references, **other than the City of Decatur**, who can verify the quality of product / services your company provides. The City prefers references for customers of similar size and scope of work to this solicitation.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

SAMPLE CONTRACT



CITY OF DECATUR, TEXAS

CITY OF DECATUR

ANNUAL CONTRACT FOR

WATER TREATMENT CHEMICALS

BID #RFB2025-0925

VENDOR:

Contract Period: October 1, 2025 – September 30, 2026
With Two (2) Renewal Options

**CITY OF DECATUR
ANNUAL CONTRACT FOR WATER TREATMENT CHEMICALS
BY AND BETWEEN
CITY OF DECATUR, TEXAS AND (VENDOR)
BID NO. RFB2025-0925**

THIS CONTRACT is made and entered into this 1st day of October A.D., 20 22, by and between _____, a corporation, whose address is _____ hereinafter referred to as "VENDOR," and the **CITY OF DECATUR, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Decatur City Council and subsequent execution of the contract by the Decatur City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.
SCOPE OF WORK**

VENDOR shall provide all labor, supervision, materials and equipment necessary for the provision of water treatment chemicals to the Raw Water Pump Station and the Water Treatment Plant facilities. These products and services shall be provided in accordance with the VENDOR's proposal in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "A"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- a) Written Agreement
- b) City Request for Bids for Water Treatment Chemicals
- c) VENDOR's Proposal. (**Exhibit "A"**);
- d) VENDOR's Proposal Acknowledgement. (**Exhibit "B"**);
- e) Bid Specifications. (**Exhibit "C"**);
- f) Terms and Conditions. (**Exhibit "D"**);
- g) Insurance and Workers' Compensation Requirements. (**Exhibit "E"**);
- h) State Reciprocal Requirement. (**Exhibit "F"**);
- i) Form CIQ - Conflict of Interest Questionnaire (**Exhibit "G"**).

All terms set forth in each of the attached Exhibits shall be deemed to be binding terms of this Contract. These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
TERM OF CONTRACT**

The initial term of this Contract shall commence upon the effective date herein and continue in full force and effect for a period of one year. At the end of the one year contract period, the City will have an option to renew the contract for an additional one year period. The renewed contract will have the same terms, conditions, and prices as the original contract. The contract may be renewed a maximum of two times. If the VENDOR cannot continue to perform under the contract for the renewed term, it may terminate the contract with no less than 60 days' written notice to the City.

**III.
WARRANTY**

VENDOR warrants and covenants to City that all goods and services provided by VENDOR and VENDOR's agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services as set forth in this Agreement and the VENDOR's proposal attached hereto and incorporated herein as **Exhibit "A"**.

**CITY OF DECATUR
ANNUAL CONTRACT FOR WATER TREATMENT CHEMICALS**

**IV.
PAYMENT**

Payments hereunder shall be made to **VENDOR** following City's acceptance of the work and within Thirty (30) days of receiving **VENDOR**'s invoice for the products and services delivered.

**V.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

VENDOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the **VENDOR**. **VENDOR** shall indemnify City for any and all losses arising out of or related to a breach of this duty by **VENDOR** pursuant to paragraph "**VII. INDEMNIFICATION**" and paragraph "**VIII. COMPLIANCE WITH APPLICABLE LAWS**" set forth herein.

**VI.
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to **VENDOR** arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the **VENDOR** at its own cost and expense.

**VII.
INDEMNIFICATION**

VENDOR shall release, defend, indemnify and hold the City, its elected officials, officers and employees harmless from and against all claims, damages, injuries (including death), property damages (including loss of use), losses, demands, suits, judgments and costs, including attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by **VENDOR** under this Agreement or caused by the negligent act or omission or the intentional act or omission of **VENDOR**, its officers agents, employees, licensees, invitees or any other third parties for whom **VENDOR** is legally responsible (hereinafter "**Claims**"). **VENDOR** is expressly required to defend City against all such **Claims**.

In the event the City is named party to a suit arising out of the subject matter of this Contract, the City shall have reasonable input into the selection of defense counsel to be retained by **VENDOR** in fulfilling its obligation hereunder to defend and indemnify City. City reserves the right to provide a portion or all of its' own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of **VENDOR**'s obligation to indemnify City pursuant to this Contract. **VENDOR** shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If **VENDOR** fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and **VENDOR** shall be liable for all costs incurred by City.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

VENDOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect **VENDOR** or the work, and **shall indemnify and save harmless the City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by VENDOR, its employees, officers, agents, or representatives.** If **VENDOR** observes that the work is at variance therewith, **VENDOR** shall promptly notify City in writing.

**IX.
VENUE**

The Laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Wise County, Texas, and that exclusive venue shall lie in Wise County, Texas.

**CITY OF DECATUR
ANNUAL CONTRACT FOR WATER TREATMENT CHEMICALS**

**X.
ASSIGNMENT AND SUBLETTING**

VENDOR agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. VENDOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve VENDOR from its full obligations to City as provided by this Contract.

**XI.
INDEPENDENT VENDOR**

VENDOR covenants and agrees that VENDOR is an independent VENDOR and not an officer, agent, servant or employee of City; that VENDOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, VENDORS, and consultants; that the doctrine of respondent superior shall not apply as between City and VENDOR, its officers, agents, employees, VENDORS, and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and VENDOR.

**XII.
CONFLICT OF INTEREST QUESTIONNAIRE**

VENDOR acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. VENDOR has executed the Affidavit of No Conflict of Interest, attached and incorporated herein as **Exhibit "G"**.

**XIII.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date such notice is received.

**XIV.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XV.
CONTRACT INTERPRETATION**

Should any provision of this Contract become in dispute, the parties agree that the Contract shall not be construed more favorably to either party.

**XVI.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XVII.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**CITY OF DECATUR
ANNUAL CONTRACT FOR WATER TREATMENT CHEMICALS**

IN WITNESS WHERE OF, the CITY AND VENDOR have executed this Agreement on this the _____
day of _____, _____.

VENDOR:

BY: _____
Title: _____
Date: _____

Contact Person: _____
Address: _____

Telephone: _____

CITY OF DECATUR:

BY: _____
Nate Mara; City Manager

ATTEST: _____
Asucena Delgado; City Secretary

Contact Person: _____
Address: _____

Telephone: _____

**CITY OF DECATUR
ANNUAL CONTRACT FOR WATER TREATMENT CHEMICALS**

EXHIBIT "A" – VENDOR'S PROPOSAL

**CITY OF DECATUR
ANNUAL CONTRACT FOR WATER TREATMENT CHEMICALS
EXHIBIT “B” – VENDOR’S PROPOSAL ACKNOWLEDGEMENT**

**CITY OF DECATUR
ANNUAL CONTRACT FOR WATER TREATMENT CHEMICALS**

EXHIBIT “C” - BID SPECIFICATIONS

CERTIFICATION:

- A. Product must be approved by the U.S.E.P.A. for use in drinking water.
- B. Product must conform to AWWA Standards.
- C. Product must be certified by the National Safety Foundation to conform to ANSI/NSF 60 Standards.
- D. Product MSDS and NSF 60 sheets must be provided for all products delivered.

DELIVERY:

Delivery is to be FOB to the City of Decatur’s water treatment plant and raw water pump station.

Deliveries will be received Monday thru Friday from 8:00 a.m. to 5:00 p.m.

Delivery Points:

- A. Water Plant – 158 Private Road 1123, Decatur, TX 76234
- B. Raw Water Pump Station – 134 Private Road 1516, Bridgeport, TX.

All Bidders Must Visit Royce W. Simpson Water Treatment Plant and the Raw Water Pump Station Prior to Bidding to Insure They Have the Proper Equipment to Off-Load Chemicals

SODIUM HYDROXIDE / CAUSTIC SODA 25%: Royce W. Simpson Water Treatment Plant - This product is an NSF ANSI/STD 60 Certified chemical used to adjust pH levels of water to stable conditions. SODIUM HYDROXIDE/CAUSTIC SODA 25% will be delivered in quantities of approximately 600 gallons. The City of Decatur has a 1,000 gallon day tank and will need to be filled when approximately 300 to 400 gallons left in tank.

CHEMOX 40 / Liquid Sodium Permanganate 40%: Raw Water Pump Station - This product is an NSF Certified ANSI/STD 60 Oxidized used to address naturally organics encompassing. We will need bi-weekly deliveries or “spot Checks’ to insure that the product levels are adequate and that the metering equipment is operating as needed. Many of these bi-weekly deliveries will require a delivery of less than 250 gallons for the purpose of assuring enough product is on site.

LIQUID AMMONIUM SULFATE: Royce W. Simpson Water Treatment Plant - This product is an NSF Certified ANSI/STD 60 material used along with Free Chlorine to produce Chloramine Disinfection. The LIQUID AMMONIUM SULFATE will be delivered in quantities of approximately 700-800 gallons. The City of Decatur has a 1,000 gallon bulk tank and will need to be filled when approximately 300 gallons left in tank.

**CITY OF DECATUR
ANNUAL CONTRACT FOR WATER TREATMENT CHEMICALS**

EXHIBIT “D” – TERMS AND CONDITIONS

Specifications:

Any reference to specific brand name or manufacture is intended to indicate the type and grade required. Bid on items of “*equal quality or better*” will be considered.

When possible, bids must be accompanied by samples, brochures, drawings, or printed specifications. There shall be no charge for samples. Final determination that items meet specifications rest with the City of Decatur.

The City of Decatur may inspect and/or test all materials received. In the event the material fails to meet specifications as bid, the City reserves the right to void any contract or agreement in reference to this bid and reject all material. Awardee may be required to pick up all material at no cost to the City of Decatur. The awardee may also be liable for related laboratory and testing fees incurred by the City of Decatur.

Delivery:

Delivery terms and transportation charges are F.O.B. destination, freight pre-paid unless otherwise noted.

Awardee is expected to make delivery by the time specified. In the event delivery is not made within the time specified (without acceptable reasons for delay and written consent from the City of Decatur), the City of Decatur reserves the right to void any contract or agreement in reference to this bid.

Spills and Leakage:

Regardless of size, any spills and/or leakage shall be properly and immediately cleaned up by the vendor.

Bids:

Bids must be submitted on the form(s) supplied. Your bid must be signed in ink by an authorized representative.

Bid prices must be clearly printed or typed. If a unit price and extended price are requested, and there is a discrepancy between the two, the unit will prevail.

Bidders must bid on each item separately, being independent of the other items. In the same manner, the City of Decatur reserves the right to award each item separately, being independent of other items, unless otherwise stated by either party.

Quantities shown on the bid sheet are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the supplier shall not have a claim against the City of Decatur for quantities less than the estimated amount.

Submitting a Bid:

Bids must be submitted in a sealed envelope at or before closing date and time. Facsimile bids will not be accepted. Bids received after the closing date and time will not be considered.

Modification: Bids may be modified by submitting a new bid. You must mark the envelope and bid with the date of the modification. Upon doing so, all previous bids will be void. If you wish to withdraw a bid, the Public Works Department must receive written notice by the bid closing date and time (facsimiles will be accepted). The written notice must be signed by an authorized representative.

**CITY OF DECATUR
ANNUAL CONTRACT FOR WATER TREATMENT CHEMICALS**

EXHIBIT “D” – TERMS AND CONDITIONS

Evaluation:

The City may consider a bid non-responsive for the following reasons: Bidder has a poor service and/or product performance history regarding similar items; bidder does not have the financial stability, experience, resources, ability, capacity, skill, or organization to perform as bid, as defined by the City of Decatur; the City has a substantial reason to believe that bidder may not perform as bid; bidder does not have the ability to perform continued service and/or warranty work as required; plus any other factors deemed relevant by the City of Decatur.

The City will award the bid to the to the responsible bidder who provides goods or services at the best value for the municipality and may consider the following factors: Bid or proposal prices, storage and/or transportation requirements; life expectancy; maintenance and operation cost; operating efficiency; training requirements; disposal value; product or service warranty; proposed delivery schedules; any factors that may cause the City to incur additional direct or indirect expenses for any reason; plus any other factors deemed relevant by the City of Decatur.

The City of Decatur reserves the right to: Waive any defect, irregularity or informality in any bid, or bidding procedure; reject or cancel any and all bids, reissue a bid invitation; extend the bid opening time and date; procure any item by other means; and consider and accept an alternate bid as provided herein when most advantageous to the City.

Escalation & De-Escalation Policy:

It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of the bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases their price to the vendor; however the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor’s product supplier. The vendor shall provide notice to the City of Decatur’s Purchasing Agent at least two (2) days in advance of any increase in the unit price bid. The two (2) day period shall begin upon receipt of the notice. The City of Decatur reserves the right to cease purchase of the product, purchase from the secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

Contract:

The acceptance by the City Council of a bid submitted in response to this invitation shall create a contract. The contract is effective for a period of one year from the day the City Council votes to accept the bid, unless a different time period is identified in the bid sheet or specifications. All pricing will be held firm during the one-year contract period.

At the end of the one year contract period, the City will have an option to renew the contract for an additional one year period. The renewed contract will have the same terms, conditions, and prices as the original contract. The contract may be renewed a maximum of two times. If the successful bidder cannot continue to perform under the contract for the renewed term, it may terminate the contract with no less than 60 days’ written notice to the City.

The City shall have the right to terminate the contract with no less than 30 days’ written notice.

Conflicts of Interest:

It shall be a conflict of interest for any employee of the City of Decatur to initiate, directly or indirectly, procurement when the employee or any member of the employee’s immediate family has a financial interest pertaining to the procurement.

Bid Award Recipient Requirement:

House Bill 1295 requires contracts that go to Council for approval, require action on the vendors’ part to complete a form on the Texas Ethics website. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

A link to a question and answer page from the Texas Ethics Commission website has been provided, with links to the filing page. The Bid Award Recipient will need to create an account and complete form 1295 on the Texas Ethics Commission Website. They will need to print a copy of the completed form (which will include a certification of filing and will have a unique certificate number) the form will need to be signed by an authorized agent and notarized. https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

EXHIBIT “E”- INSURANCE REQUIREMENTS AND WORKERS’ COMPENSATION REQUIREMENTS

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Decatur, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Decatur.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- VII or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Decatur, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of four years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

EXHIBIT "E"- INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

Workers' Compensation Insurance

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**CITY OF DECATUR
ANNUAL CONTRACT FOR WATER TREATMENT CHEMICALS**

EXHIBIT “F” – STATE RECIPROCAL REQUIREMENT

CITY OF DECATUR
ANNUAL CONTRACT FOR WATER TREATMENT CHEMICALS
EXHIBIT “G” – FORM CIQ – CONFLICT OF INTEREST QUESTIONNAIRE