

EVALUATION CRITERIA

The following criteria will be used in general to evaluate the proposals/bids.

1. **Total Costs** - Upper Trinity Regional Water District may award a purchase order and contract to the lowest most responsible Bidder, price and other factors considered. In determining the "lowest most responsible" bid or proposal, price, quantifiable factors, and other factors may be considered. These may include specification, delivery requirements, the initial purchase price, life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, and other factors contributing to the overall acquisition and/or cost of an item. The Bidder is encouraged to include details in their proposal, which will clearly define their bid.
2. **Other Factors** - Consideration may be given, but not necessarily limited to conformity to the specifications, product warranty, a Bidder's proposed service, ability to supply and provide service, conformance to required schedules, and past performance in other contracts with UTRWD or other similar entities including timely delivery.
3. **Reservations** - Upper Trinity Regional Water District expressly reserves the right to:
 - (a) Waive as an informality, any bid with minor deviations from specifications which has a lower price than the low bid meeting all aspects of the specifications, and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
 - (b) Waive any defect, irregularity or informality in any bid or bidding procedure;
 - (c) Reject or cancel any, all, or portions of a bid;
 - (d) Reissue a bid invitation or extend the bid opening time and date;
 - (e) Procure any items or services;
 - (f) Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise;
 - (g) Consider and accept any alternate bid as provided herein when in the best interest of UTRWD;
 - (h) Award bid on a group or total basis, whichever is most advantageous to UTRWD.

UTRWD reserves the right to modify the evaluation criteria, as necessary to best meet the needs of UTRWD and this procurement process. UTRWD reserves the right to accept or reject any or all proposals, or parts of proposals, to waive any formalities and technicalities, and to accept the proposal most advantageous to UTRWD.

INSURANCE

By submitting a bid, Bidder, at its own cost and expense, agrees to secure and purchase insurance as contained herein, from an insurance provider licensed to conduct business in the State of Texas, and found to be reasonably satisfactory to UTRWD. A valid "Certificate of Insurance" to include: 1) specific language naming UTRWD as an additional insured, 2) a waiver of subrogation agreement naming UTRWD, and 3) contact information for the insurance provider to confirm such coverage, shall be provided to UTRWD upon request for review and confirmation before award of contract/bid. The following insurance shall apply to the Bidder and all subcontractors, and shall remain in effect for the entire term of the contract:

1. Workers' Compensation:
 - a) State of Texas Statutory Limits
 - b) Employers' Liability - \$1,000,000 per accident

2. Comprehensive Commercial General Liability (to include Premises – Operations, Broad Form Property Damage, and Products and Completed Operations):
 - a) Bodily Injury - \$1,000,000 Each Occurrence
 - b) Property Damage - \$1,000,000 Each Occurrence
 - c) Products and Completed Operations - \$1,000,000 aggregated
 - d) Property Damage Liability shall provide X, C, or U coverage as applicable.
 - e) Broad Form Property Damage shall include Completed Operations
 - f) General Liability Aggregate shall not be less than \$2,000,000
 - g) Pollution Liability - \$1,000,000 Each Occurrence
 - h) Medical Expense Limit - \$10,000 on any one person
 - i) Fire Damage - \$100,000 any one fire

3. Comprehensive Automobile Liability (to include owned, non-owned, and hired automobiles):
 - a) Bodily Injury - \$1,000,000 Each Person, \$2,000,000 Each Occurrence
 - b) Property Damage - \$1,000,000 Each Occurrence
 - c) Applicable Federal and State required insurance coverage pertaining to the transport, handling and delivery of hazardous materials.

UTRWD reserves the right to amend the insurance requirements above as recommended by UTRWD's General Legal Counsel, and/or Insurance Broker/Agent. All Bidder requests to amend the above insurance requirements shall be in writing and included as part of the bid packet.

Each certificate and/or policy of insurance shall require that thirty (30) days prior to the cancellation or material change in policies, notice thereof shall be given to UTRWD by registered/certified mail. A valid "Certificate of Insurance" describing the types and amounts of coverage the bidder/contractor currently has in place must be provided with submission of a bid.

UTRWD will not allow any deliveries to occur, or any work to begin until after a valid certificate of insurance meeting the requirements contained herein has been reviewed and approved by UTRWD's Purchasing Section. UTRWD reserves the right to award the contract to another bidder if the required Certificate of Insurance is not received within five (5) business days of request by UTRWD.

TERM OF CONTRACT

Prices bid must be valid for the full term of the Contract. Any requests for price adjustments during a renewal process must be received in writing by UTRWD's Purchasing Section no less than ninety (90) days prior to the commencement of each renewal period(s). The amount and reason for any requested price adjustment, as well as Contractor's performance and other factors, may be used in UTRWD's determination as to whether any price adjustment will be authorized.

Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all covenants and agreements of the Contract shall remain in full force and effect with only change being in Contract term.

PAYMENT SCHEDULE

The payment schedule will be as follows:

1. Payments are to be made on a per-delivery and/or per-service-provided basis.
2. Generally, payments for chemicals and related maintenance services are made within 30 days of the delivery or provision of the requested product or service and the timely receipt of a correct invoice.
3. All invoices for payment should be mailed directly to the attention of **Accounts Payable** at the following address:

Upper Trinity Regional Water District
Attn: Accounts Payable
P.O. Box 305
Lewisville, TX 75067

4. All invoices must display the unit cost as bid, or as stated on the purchase order. The unit cost will be \$/hour, unless otherwise indicated by UTRWD on the Bid Sheet(s).
5. UTRWD must be able to reconcile the invoice quantity to the weight certificate. If UTRWD cannot do this, the invoice will be considered incorrect and will not be paid until the problem is reconciled.
6. A correct invoice must accompany all Bidder's request for payment. Invoices received more than sixty (60) days after the date of delivery of product or service will not be considered.
7. Bidder's request for advance payment of product or service will not be considered.
8. Payment shall be made by check and mailed to the address provided by the successful bidder(s).

UTRWD reserves the right to reasonably modify/adjust the payment schedule shown above. Any requests by a Bidder to modify/adjust the payment schedule shown above must be in writing and submitted as part of their original bid.

INDEMNIFICATION

The Bidder does hereby agree that, if awarded a Contract, Bidder shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold UTRWD harmless from any and all liability or damages resulting from failure to do so. In addition, the Bidder agrees to keep, save and hold UTRWD harmless from any and all actions, liabilities, damages, judgments, costs and expenses including reasonable attorney's fees, in case an action is filed or does in any way accrue against UTRWD, its officials, and employees as a result of any negligent act or omission of the Bidder in the performance of the work under this proposal, or that may result from the carelessness or lack of skill of the Bidder or the Bidder's agents, sub-contractor, or employees. It is specifically understood and agreed by the Bidder that such indemnity is indemnity by the Bidder to indemnify and protect UTRWD from liability, claims, suits, losses, damages, or causes of action due to the Bidder's negligence, error, or omission.

UTRWD shall not be liable for any loss or damage caused or sustained by the contractor. The contractor shall save UTRWD whole and harmless from any and all claims for damage of whatsoever nature and kind, suffered or asserted to have been suffered by the person or property of any person whomsoever growing out of or resulting from or in any way connected with the exercise of the privilege herein granted. Contractor shall exercise every necessary precaution for the safety of UTRWD property and the protection of any and all persons and/or property located adjacent to or making passage through said UTRWD property.

FORCE MAJEURE

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, land-slides, lightning, earthquake, fire, hurricanes, storms, floods, wash-outs, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such an inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

SECURITY REQUIREMENTS

UTRWD is in the process of developing additional security requirements for its plant sites and other facilities. As a result, reasonable increases in the level of security procedures and practices related to the delivery of products and services are expected within the near future. At a minimum, Bidders should be prepared to provide Driver and Transport identification and a copy of the shipping manifest to the delivery location prior to each delivery.

GENERAL INFORMATION

1. Sealed bids must be received prior to the scheduled opening date and time to be considered. All bids received after the scheduled opening date and time, regardless of the mode of delivery, shall not be considered.
2. The items/products and services are to be priced each net. Packaging or shipping quantities will be considered. Any demurrage charges, fuel surcharges, cylinder/drum deposits and/or applicable Federal or State taxes must be included in the unit bid price. UTRWD will not pay any additional costs outside the contract for delivery, shipping, handling, unloading, demurrage, or analytical costs associated with this contract.
3. It is the Bidders' responsibility to anticipate and correctly calculate all bid costs for a particular product or service to be provided.
4. All bids must be submitted on the bid form(s) provided by UTRWD. A duly authorized representative or agent of the company submitting the bid must sign and date the bid form(s).
5. Any attempt to negotiate, or disclose information on the contents of a bid with UTRWD or UTRWD's representatives prior to award shall be grounds for disqualification.
6. Any charges for services or products requested or performed outside the scope of this agreement/contract shall be agreed upon by both parties in writing prior to the delivery of the service or product being provided.
7. All material is to be quoted F.O.B. Destination with deliveries made as specified in Bid Specifications. C.O.D. terms of delivery are not acceptable.
8. Bidders must supply a Material Safety Data Sheet (MSDS) for any and all hazardous materials contained within the product in accordance with the Texas Hazardous Communications Act. Questions regarding this Act should be directed to the Texas Department of Health.
 - Material Safety Data Sheets must be included with the bid packet.
 - Material Safety Data Sheets must accompany each delivery of hazardous materials throughout the agreement/contract period.
9. Bidders providing Extremely Hazardous Substances (EHS), as defined by the Texas Health and Safety Code Chapter 506 (PRCA) or the Texas Hazardous Communications Act, must have and provide 24-hour Emergency Response Capabilities.
10. Effective January 1, 1993 all chemicals and any additional or replacement process media used in the treatment of water supplies by public water systems must conform to American National Standards Institute (ANSI/NSF) Standard 60 for direct additives and ANSI/NSF Standard 61 for indirect additives. Conformance with these standards must be obtained by certification of the product by an organization accredited by ANSI.

Bidder must submit, and include as part of the bid packet, any applicable ANSI/NSF Certification Data for each product in the bid.
11. If the successful Bidder attempts to deliver the product to the address not stated in specifications, UTRWD has no obligations to pay for the mis-delivery.
12. As applicable, trucks delivering bulk liquid chemicals/materials to UTRWD must be equipped with an on-board compressor/pump for off-loading to bulk storage tanks. The Bidder is responsible for properly maintaining connections and equipment to successfully transport, deliver, transfer and/or off-load all products to UTRWD and its facilities.

13. As applicable, the Bidder shall supply all necessary hoses, fittings, and equipment necessary to unload the chemicals/materials into the tank trucks.
14. The successful Bidder(s) shall immediately notify UTRWD personnel of injury or damage resulting from a weather related event, and/or any hazardous or unsafe conditions immediately upon discovery. Any damage to "real or personal property", to include buildings, fences, paving, equipment, connections, etc., resulting from the successful Bidder's activities will be reported and repaired immediately. Such repairs will be completed to UTRWD's satisfaction and at the sole expense of the Bidder.
15. The successful Bidder(s) shall at all times be responsible for the safety of their personnel, and shall provide all necessary training and safety equipment. While delivering products or services, Bidder's vehicles and equipment shall be positioned/located in such a manner that they will not block the flow of traffic.
16. Delivery of products and/or services under this agreement/contract will be limited to between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Approval to make deliveries or perform services after normal work hours or on weekends/holidays must be obtained in advanced from authorized UTRWD personnel.
17. UTRWD is not responsible for any costs associated with the preparation of Bidder's bid.
18. Should a Bidder propose an alternate, any test costs to prove equality of product will be at the expense of the Bidder, not UTRWD.
19. UTRWD reserves the right to accept or reject any or all proposals, in whole or in part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of UTRWD.
20. Any submitted item that deviates from the applicable specification must be accompanied by full descriptive data to be considered.
21. Unless otherwise stated, products and materials must be new and of the manufacturer's latest design and model.
22. Any use of "Brand Names" is meant to be descriptive rather than restrictive.
23. UTRWD requires that submitted bids remain in force for a minimum of ninety (90) days after the submission due date, or until award is made, whichever comes first.
24. UTRWD is a political subdivision of the State of Texas, and pursuant to V.T.C.A. Tax Code Paragraph 151.309(5), any taxable item sold, leased, or rented to, or stored, used or consumed by it is exempt from Texas Limited Sales, Use and Excise Taxes.
25. UTRWD reserves the right to amend or terminate any agreement/contract, if in UTRWD's opinion it is found that the public's interest, safety, health, or welfare warrant such action. In such an event, the decision of UTRWD shall be final and binding. If the agreement/contract is terminated by UTRWD, the Bidder shall have no claim for costs or damages except payment for work properly performed under the terms of the agreement that were performed prior to receiving a written notice of termination from UTRWD.
26. UTRWD reserves the right to terminate the contemplated agreement at its option upon thirty (30) days notice in writing, if the service to be furnished does not comply with the enclosed detailed specifications, is of inferior quality, or if the contemplated agreement does not conform to the requirements detailed herein.

27. In case of default by the Bidder at any time after bid acceptance, UTRWD may, at its option, hold the accepted Bidder liable for any and all resultant increased costs as penalty for such default. In the event a Bidder is unable to fulfill the obligations of the agreement/contract, Bidder shall notify UTRWD's Purchasing Section in writing, a minimum of thirty (30) days prior to ceasing product delivery or services provided.
28. The awarded Bidder understands that all prices are considered firm for the term of the contract. UTRWD shall have sole discretion with regard to accepting or rejecting any or all vendor requests to increase prices or terminate a contract under claims of Force Majeure. In any case, UTRWD will not accept any request for a price increase that is higher than the lowest available market price. If for any reason, UTRWD determines that a Bidder has failed to meet the terms of a contract, UTRWD shall retain sole discretion and all rights to purchase any product or service from any vendor and at any price, with or without notice.
29. The quantities and amounts shown are approximate, and may vary depending on the actual requirements of UTRWD. UTRWD reserves the right to procure more or less of a Bidder's proposed products and/or services throughout the contract period.
30. UTRWD shall have no obligation to award a contract for work, goods, and/or services as a result of this request for bid.
31. Under no circumstances shall a Bidder publicly identify or comment on the contents of this Request for Bid, or any effort pursuant to it, without prior written permission from UTRWD. Bidders must obtain written approval from UTRWD prior to making publicity releases or announcements related to this procurement following any contract award. UTRWD reserves the right to review and authorize, restrict or deny any such releases or announcements.
32. It is the Bidder's responsibility to identify any information of a confidential or proprietary nature contained in their proposal, so that it may be handled accordingly.
33. Bidder agrees to indemnify and hold harmless UTRWD against any and all liens and encumbrances for all goods and services that may be provided under this 'Invitation to Bid' by seller. Evidence of freedom from liens shall be delivered to the UTRWD upon request. Any person, firm or corporation who is in arrears to UTRWD, or any governmental entity for delinquent taxes or otherwise, will not be qualified to bid any product or service until their lien has been cleared and verified in writing. If during the course of a contract a person, firm, or corporation becomes delinquent for taxes or otherwise, they will be declared an ineligible Bidder and the contract will be void.
34. Pursuant to the requirements of Section 176 of the Texas Local Government Code, Bidders or respondents who meet the criteria listed below must file a completed Conflict of Interest Questionnaire (CIQ) with UTRWD's Purchasing Section no later than the 7th day after the person begins discussions or negotiations to enter into a contract with UTRWD or submits to UTRWD an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with UTRWD, or the date the person becomes aware of an employment or business relationship with a local government officer, or a family member of the officer described below, or that the person has given one or more gifts described below.

Bidders or respondents must file an updated CIQ with UTRWD's Purchasing Section not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Bidders or respondents who have a current CIQ filed with UTRWD are not required to submit another. The Bidder is solely responsible for ensuring a current CIQ is filed with UTRWD, and it is not UTRWD's duty to ensure the Bidder file a current CIQ. As for enforcement to ensure the veracity of the Bidders, the statute makes it a class C misdemeanor to violate the Bidder disclosure provisions.

The information above and below pertains to a Bidder or respondent that -

1. enters or seeks to enter into a contract with UTRWD; or
2. is an agent of a person described in Subdivision 1 in the person's business with UTRWD;

And has a business relationship with UTRWD, **and** either;

1. has an employment or other business relationship with an officer of UTRWD, 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 the officer becomes aware that:
 - a. a contract has been executed; or
 - b. UTRWD is considering entering into a contract with the person.
2. has given an officer of UTRWD, or a family member of the officer, one or more gifts that have an aggregate value of more than \$250 in the 12-month period preceding the date the officer becomes aware that:
 - a. a contract has been executed; or
 - b. UTRWD is considering entering into a contract with the person.

35. **All Bidders must complete, sign and return the enclosed State Reciprocal Agreement.**
36. **All Bidders must complete, sign and return the enclosed Non-Collusion Statement.**
37. **All Bidders must complete, sign, notarize and return the enclosed Form TGC 2270.**

FAILURE TO SUBMIT THE ABOVE INFORMATION MAY BE SUFFICIENT GROUNDS FOR REJECTION OF BID OR DELAY ISSUANCE OF CONTRACT.