

# **Solicitation 20-21-A**

## **Chemical Analysis**

### **Bid Designation: Public**

**City of Lewisville, Texas**

## Bid 20-21-A Chemical Analysis

Bid Number 20-21-A  
Bid Title Chemical Analysis

Bid Start Date In Held  
Bid End Date Jan 30, 2020 2:00:00 PM CST  
Question & Answer End Date Jan 27, 2020 2:00:00 PM CST

Bid Contact Tracey Ogurek  
Buyer  
Finance

Contract Duration 365 days  
Contract Renewal 2 annual renewals  
Prices Good for Not Applicable

Standard Disclaimer All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. The successful bidder will be required to certify compliance, if applicable.

Bid Comments **The City of Lewisville is accepting bids for an annual contract for Chemical Analysis. The contract will be for twelve (12) months, with option to extend up to two (2) additional twelve (12) month periods, subject to approval of the contractor and the City. USE OF BRAND NAMES IS FOR DESCRIPTIVE RATHER THAN RESTRICTIVE PURPOSES. IF THE VENDOR BIDS OTHER THAN THE ITEMS SPECIFIED, DESCRIPTIVE LITERATURE MUST ACCOMPANY THE BID INDICATING ALL AREAS WHICH DIFFER FROM THE ATTACHED SPECIFICATIONS. Due to Environmental Control Services' spill response designation, the need to have the most rapid analysis turn-around in emergency situations is required. When requested, the laboratory must be able to meet a 24 hour turnaround. Only laboratories that can meet this requirement will be considered. Award will be based on best value as defined in Local Government Code, Chapter 252 section 042.**

### Item Response Form

Item 20-21-A-01-01 - METALS: Cadmium

Quantity 4 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**

Cadmium

**Item** 20-21-A-01-02 - METALS: Chromium**Quantity** 4 each**Unit Price** **METHOD** **METHOD** **DETECTION LIMIT** **Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

Chromium, Total (MAL 3 microgram/L)

**Item** 20-21-A-01-03 - METALS: Copper**Quantity** 6 each**Unit Price** **METHOD** **METHOD** **DETECTION LIMIT** **Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Copper

**Item** 20-21-A-01-04 - METALS: Lead**Quantity** 104 each**Unit Price** **METHOD** **METHOD** **DETECTION LIMIT** **Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 104

**Description**

0.5 microgram/L Detection Limit

**Item** 20-21-A-01-05 - METALS: Mercury**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

0.005 microgram/L Detection Limit

**Item** 20-21-A-01-06 - METALS: Mercury, Low Level**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

0.0005 microgram/L Detection Limit; Method: SM 1631E

**Item** 20-21-A-01-07 - METALS: Nickel**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

Nickel

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Item **20-21-A-01-08 - METALS: Silver**

Quantity **6 each**

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Silver

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Item **20-21-A-01-09 - METALS: Zinc**

Quantity **4 each**

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

Zinc

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Item **20-21-A-01-10 - METALS: Tin**

Quantity **1 each**

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 1

**Description**

Tin

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Item 20-21-A-01-11 - METALS: Selenium

Quantity 1 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location City of Lewisville, Texas

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 1

**Description**

Selenium

Item 20-21-A-01-12 - METALS: Beryllium

Quantity 1 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location City of Lewisville, Texas

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 1

**Description**

Beryllium

Item 20-21-A-01-13 - METALS: Boron

Quantity 1 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location City of Lewisville, Texas

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 1

**Description**

Boron

Item 20-21-A-01-14 - METALS: Barium

Quantity 1 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 1

**Description**

Barium

Item 20-21-A-01-15 - METALS: Aluminum

Quantity 2 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 2

**Description**

Aluminum

Item 20-21-A-01-16 - METALS: Chromium VI (Hexavalent)

Quantity 6 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Chromium VI (Hexavalent), (MAL - 3 microgram/L)

Item 20-21-A-02-01 - Miscellaneous: Arsenic

Quantity 4 each

Unit Price   
METHOD   
METHOD   
DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**  
Arsenic

Item **20-21-A-02-02 - Miscellaneous: Cyanide**  
Quantity **12 each**  
Unit Price   
METHOD   
METHOD   
DETECTION LIMIT   
Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 12

**Description**  
Cyanide, Total (MAL 10 microgram/L)

Item **20-21-A-02-03 - Miscellaneous: Cyanide, Available**  
Quantity **4 each**  
Unit Price   
METHOD   
METHOD   
DETECTION LIMIT   
Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**  
Cyanide, Available (MAL 10 microgram/L with 4500-CNG or 2 microgram/L with OIA-1677)

Item **20-21-A-02-04 - Miscellaneous: Fluoride**  
Quantity **1 each**  
Unit Price



METHOD METHOD DETECTION LIMIT Delivery Location **City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 1

**Description**

Fluoride

Item **20-21-A-02-05 - Miscellaneous: Phosphates**Quantity **2 each**Unit Price METHOD METHOD DETECTION LIMIT Delivery Location **City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 2

**Description**

Phosphates

Item **20-21-A-02-06 - Miscellaneous: Total Organic Carbon**Quantity **38 each**Unit Price METHOD METHOD DETECTION LIMIT Delivery Location **City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 38

**Description**

Total Organic Carbon

Item **20-21-A-02-07 - Miscellaneous: Biochemical Oxygen Demand**Quantity **2 each**Unit Price METHOD

METHOD   
DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 2

**Description**

Biochemical Oxygen Demand

Item **20-21-A-02-08 - Miscellaneous: Chemical Oxygen Demand**

Quantity **2 each**

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 2

**Description**

Chemical Oxygen Demand

Item **20-21-A-02-09 - Miscellaneous: Oil and Grease**

Quantity **300 each**

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 300

**Description**

Oil and Grease

Item **20-21-A-02-10 - Miscellaneous: Paint Filter Test (Pass/Fail)**

Quantity **4 each**

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

Paint Filter Test (Pass/Fail)

**Item** 20-21-A-02-11 - Miscellaneous: Total Suspended Solids**Quantity** 2 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 2

**Description**

Total Suspended Solids

**Item** 20-21-A-02-12 - Miscellaneous: Percent Solids (%)**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

Percent Solids (%)

**Item** 20-21-A-02-13 - Miscellaneous: Ammonia Nitrogen**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT**

## Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**

Ammonia Nitrogen

Item 20-21-A-02-14 - Miscellaneous: Gross Alpha (pCi/L)

Quantity 10 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

## Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 10

**Description**

Gross Alpha (pCi/L)

Item 20-21-A-02-15 - Miscellaneous: Gross Beta (pCi/L)

Quantity 10 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

## Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 10

**Description**

Gross Beta (pCi/L)

Item 20-21-A-02-16 - Miscellaneous: E-coli

Quantity 4 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

## Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

E-coli (Colonies/100 ML)

**Item** 20-21-A-02-17 - Miscellaneous: Fecal Coliform**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

Fecal Coliform (Colonies/100ML)

**Item** 20-21-A-02-18 - Miscellaneous: Cryptosporidium**Quantity** 10 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 10

**Description**

EPA 1623

**Item** 20-21-A-02-19 - Miscellaneous: Dissolved Organic Carbon**Quantity** 36 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 36

**Description**

Dissolved Organic Carbon

**Item** 20-21-A-02-20 - Miscellaneous: Geosmin**Quantity** 2 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 2

**Description**

Geosmin

**Item** 20-21-A-02-21 - Miscellaneous: Methylisoborneol**Quantity** 2 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 2

**Description**

Methylisoborneol

**Item** 20-21-A-02-22 - Miscellaneous: 2, 4, 6 Trichlororoanisole**Quantity** 12 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 12

**Description**

2, 4, 6 Trichlororoanisole

**Item** 20-21-A-02-23 - Miscellaneous: Total Kjeldahl Nitrogen**Quantity** 12 each**Unit Price** **METHOD** **METHOD** **DETECTION LIMIT** **Delivery Location** **City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 12

**Description**

Total Kjeldahl Nitrogen

**Item** 20-21-A-02-24 - Miscellaneous: Total Nitrogen**Quantity** 12 each**Unit Price** **METHOD** **METHOD** **DETECTION LIMIT** **Delivery Location** **City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 12

**Description**

Total Nitrogen

**Item** 20-21-A-02-25 - Miscellaneous: Phosphorous**Quantity** 12 each**Unit Price** **METHOD** **METHOD** **DETECTION LIMIT** **Delivery Location** **City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 12

**Description**

Phosphorous

**Item** 20-21-A-03-01 - Group Costs: : Metal Finishing Metals**Quantity** 8 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 8

**Description**

Cadmium, Chromium, Copper, Lead, Nickel, Silver, Zinc and Cyanide

**Item** 20-21-A-03-02 - Group Costs: : Local Limits**Quantity** 180 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 180

**Description**

Arsenic, Cadmium, Chromium, Copper, Cyanide, Lead (MDL 0.001 MG/L) Mercury (MDL 0.0002 MG/L), Nickel, Selenium, Silver and Zinc

**Item** 20-21-A-03-03 - Group Costs: : Purgeable Halocarbons**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd



Lewisville TX 75057

Qty 4

**Description**

EPA Method 601

**Item** 20-21-A-03-04 - Group Costs: : Purgeable Aromatics**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

EPA Method 602

**Item** 20-21-A-03-05 - Group Costs: : Phenols**Quantity** 10 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 10

**Description**

EPA Method 604

**Item** 20-21-A-03-06 - Group Costs: : Phthalate Esters**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

EPA Method 606

**Item** 20-21-A-03-07 - Group Costs: : Organochlorine Pesticides & PCB's**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

EPA Method 608; PCB MAL 0.2 microgram/L

**Item** 20-21-A-03-08 - Group Costs: : Nitroaromatics and Isophorone**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

EPA Method 609

**Item** 20-21-A-03-09 - Group Costs: : Polynuclear Aromatic Hydrocarbons**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

EPA Method 612

**Item** 20-21-A-03-10 - Group Costs: : Haloethers**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

EPA Method 611

**Item** 20-21-A-03-11 - Group Costs: : Chlorinated Hydrocarbons**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

EPA Method 612

**Item** 20-21-A-03-12 - Group Costs: : Purgeables**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

EPA Method 624

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Item	20-21-A-03-13 - Group Costs: : Base/Neutrals and Acids
Quantity	6 each
Unit Price	<input type="text"/>
METHOD	<input type="text"/>
METHOD	<input type="text"/>
DETECTION LIMIT	<input type="text"/>
Delivery Location	<b>City of Lewisville, Texas</b>

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 6

**Description**  
EPA Method 625

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Item	20-21-A-03-14 - Group Costs: : EPA 126 Priority Pollutant Scan
Quantity	12 each
Unit Price	<input type="text"/>
METHOD	<input type="text"/>
METHOD	<input type="text"/>
DETECTION LIMIT	<input type="text"/>
Delivery Location	<b>City of Lewisville, Texas</b>

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 12

**Description**  
EPA 126 Priority Pollutant Scan

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Item	20-21-A-03-15 - Group Costs: : Total Petroleum Hydrocarbons
Quantity	4 each
Unit Price	<input type="text"/>
METHOD	<input type="text"/>
METHOD	<input type="text"/>
DETECTION LIMIT	<input type="text"/>
Delivery Location	<b>City of Lewisville, Texas</b>

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**  
Total Petroleum Hydrocarbons

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Item 20-21-A-03-16 - Group Costs: : BTX Analysis

Quantity 4 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

BTX Analysis

Item 20-21-A-03-17 - Group Costs: : Volatile organic Compounds

Quantity 4 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

EPA Method 1624

Item 20-21-A-03-18 - Group Costs: : Semi-Volatile Organic Compounds

Quantity 4 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

EPA Method 1625

Item 20-21-A-03-19 - Group Costs: : Toxicity Characteristic Leaching Prodcedure

Quantity **4 each**  
Unit Price   
METHOD   
METHOD   
DETECTION LIMIT   
Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**

(Includes Ignitability, Reactivity and Corrosivity)

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Item **20-21-A-03-20 - Group Costs: : Soil Analysis for PCB's (MG/KG)**

Quantity **4 each**  
Unit Price   
METHOD   
METHOD   
DETECTION LIMIT   
Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**

Soil Analysis for PCB's (MG/KG)

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Item **20-21-A-04-01 - 40 CFR Part 122 Appendix D: Table II**

Quantity **4 each**  
Unit Price   
METHOD   
METHOD   
DETECTION LIMIT   
Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**

Table II

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Item **20-21-A-04-02 - 40 CFR Part 122 Appendix D: Table III (Wastewater)**

Quantity **24 each**

Unit Price   
METHOD   
METHOD   
DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 24

**Description**

Table III (Wastewater)

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Item **20-21-A-04-03 - 40 CFR Part 122 Appendix D: Table III (Sludge)**

Quantity **10 each**

Unit Price   
METHOD   
METHOD   
DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 10

**Description**

Table III (Sludge)

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Item **20-21-A-04-04 - 40 CFR Part 122 Appendix D: Table IV**

Quantity **4 each**

Unit Price   
METHOD   
METHOD   
DETECTION LIMIT

Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**

Table IV

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Item **20-21-A-04-05 - 40 CFR Part 122 Appendix D: Table V**

Quantity **4 each**

Unit Price

METHOD METHOD DETECTION LIMIT Delivery Location **City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

Table V

Item **20-21-A-04-06 - 40 CFR Part 122 Appendix D: EP Toxicity**Quantity **2 each**Unit Price METHOD METHOD DETECTION LIMIT Delivery Location **City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 2

**Description**

EP Toxicity

Item **20-21-A-05-01 - Miscellaneous Organic Compounds: Acetone**Quantity **8 each**Unit Price METHOD METHOD DETECTION LIMIT Delivery Location **City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 8

**Description**

Acetone

Item **20-21-A-05-02 - Miscellaneous Organic Compounds: Benzene**Quantity **4 each**Unit Price METHOD



METHOD  
DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**  
Benzene

Item 20-21-A-05-03 - Miscellaneous Organic Compounds: Toluene

Quantity 4 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**  
Toluene

Item 20-21-A-05-04 - Miscellaneous Organic Compounds: Xylene

Quantity 6 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**  
Xylene

Item 20-21-A-05-05 - Miscellaneous Organic Compounds: Formaldehyde

Quantity 2 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 2

**Description**

Formaldehyde

**Item** 20-21-A-05-06 - Miscellaneous Organic Compounds: Methylene Chloride**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

Methylene Chloride

**Item** 20-21-A-05-07 - Miscellaneous Organic Compounds: Butanol**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

Butanol

**Item** 20-21-A-05-08 - Miscellaneous Organic Compounds: Isobutanol**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT**

## Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**

Isobutanol

**Item** 20-21-A-05-09 - Miscellaneous Organic Compounds: Naphthalene**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**

Naphthalene

**Item** 20-21-A-05-10 - Miscellaneous Organic Compounds: 2-Butoxyethanol**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**

(Butyl Cellosolve)

**Item** 20-21-A-05-11 - Miscellaneous Organic Compounds: Vinyl Acetate**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

Vinyl Acetate

**Item** 20-21-A-05-12 - Miscellaneous Organic Compounds: Tetrachloroethylene**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

**Description**

(Perchloroethylene)

**Item** 20-21-A-05-13 - Miscellaneous Organic Compounds: Methyl Ethyl Ketone**Quantity** 8 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 8

**Description**

Methyl Ethyl Ketone

**Item** 20-21-A-05-14 - Miscellaneous Organic Compounds: 1, 1, 1 Trichloroethane**Quantity** 4 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 4

**Description**

1, 1, 1 Trichloroethane

Item 20-21-A-05-15 - Miscellaneous Organic Compounds: Butyl Benzyl Phthalate

Quantity 8 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

City of Lewisville, Texas

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 8

**Description**

Butyl Benzyl Phthalate

Item 20-21-A-05-16 - Miscellaneous Organic Compounds: Di-N-Butyl Phthalate

Quantity 8 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

City of Lewisville, Texas

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 8

**Description**

Di-N-Butyl Phthalate

Item 20-21-A-06-01 - Group Costs: : Group A

Quantity 16 each

Unit Price

Delivery Location

City of Lewisville, Texas

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 16

**Description**

Monitoring Wells - Quarterly Specific Conductance (Micromhos/CM) Total Organic Carbon (MG/L), Chloride (MG/L), Total Dissolved Solids (MG/L), Sulfate (MG/L), Ammonia Nitrogen (MG/L), Nitrate Nitrogen (MG/L), and Total Alkalinity (MG/L As CaCO<sub>2</sub>).

Item **20-21-A-06-02 - Group Costs: : Group B**

Quantity **4 each**

Unit Price

Delivery Location **City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 4

#### Description

Monitoring Wells - Annual Iron (MG/L), Manganese (MG/L), Phenols (MG/L), Arsenic (MG/L), Mercury (MG/L), Chemical Oxygen Demand (MG/L), Cadmium (MG/L), Chromium (MG/L), Copper (MG/L), Lead (MG/L), Nickel (MG/L), Zinc (MG/L), and Silver (MG/L).

Item **20-21-A-06-03 - Group Costs: : Group C**

Quantity **12 each**

Unit Price

Delivery Location **City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 12

#### Description

Monthly - Sludge TO BE REPORTED BASED ON DRY SOLIDS. REPORT SHALL INDICATE THAT REPORTED CONCENTRATION IS BASED ON DRY SOLIDS. Ammonia Nitrogen (%), Arsenic (MG/KG), Selenium (MG/KG), Total PCB's (MG/KG), Total Nitrogen (MG/KG), Nitrate Nitrogen (%), Cadmium (MG/KG), Chromium (MG/KG), Copper (MG/KG), Lead (MG/KG), Nickel (MG/KG), Zinc (MG/KG), Silver (MG/KG), Mercury (MG/KG), Manganese (MG/KG), Molybdenum (MG/KG), Phosphorous (MG/KG), Potassium (MG/KG), and Cyanide (MG/KG).

Item **20-21-A-06-04 - Group Costs: : Group D**

Quantity **1 each**

Unit Price

Delivery Location **City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 1

#### Description

Soil Analysis Ammonia Nitrogen (MG/KG), Nitrate Nitrogen (MG/KG), Volatile Solids (MG/KG), Cadmium (MG/KG), Lead (MG/KG), Zinc (MG/KG), Copper (MG/KG), Nickel (MG/KG), Cation Exchange Capacity (MG/100G), Chromium (MG/KG), and Silver (MG/KG).

Item **20-21-A-06-05 - Group Costs: : Group E**

Quantity **1 each**

Unit Price

Delivery Location

City of Lewisville, Texas

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 1

**Description**

Annual Sludge TO BE REPORTED BASED ON DRY SOLIDS. REPORT SHALL INDICATE THAT REPORTED CONCENTRATION IS BASED ON DRY SOLIDS. Aluminum (MG/KG), Barium (MG/KG), Bis(chloromethyl)ether (MG/KG), Carbaryl (MG/KG), Chlorpyrifos (MG/KG), Cresols (MG/KG), 2,4 D (MG/KG), Danitol (MG/KG), Demeton (MG/KG), Diazinon (MG/KG), Dicofof (MG/KG), Fluoride (MG/KG), Guthion (MG/KG), Hexachlorophene (MG/KG), Malathion (MG/KG), Methoxychlor (MG/KG), Methyl Ethyl Ketone (MG/KG), Mirex (MG/KG), N Nitroso di n Butylamine (MG/KG), Parathion (MG/KG), Pentachlorobenzene (MG/KG), Pyridine (MG/KG), 1,2-Dibromoethane (MG/KG), 1,2,4,5 Tetrachlorobenzene (MG/KG), 2,4,5 TP (Silvex) (MG/KG), 2,4,5 Trichlorophenol (MG/KG), and PCB's (MG/KG).

Item 20-21-A-07-01 - Additional Water Quality Standards: Bis(chloromethyl)ether

Quantity 6 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

City of Lewisville, Texas

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Bis(chloromethyl)ether

Item 20-21-A-07-02 - Additional Water Quality Standards: Carbaryl

Quantity 6 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

City of Lewisville, Texas

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Carbaryl

Item 20-21-A-07-03 - Additional Water Quality Standards: Chlorpyrifos

Quantity 6 each

Unit Price

METHOD METHOD DETECTION LIMIT 

Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 6

**Description**  
Chloropyrifos

Item 20-21-A-07-04 - Additional Water Quality Standards: Cresols

Quantity 6 each

Unit Price METHOD METHOD DETECTION LIMIT 

Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 6

**Description**  
Cresols

Item 20-21-A-07-05 - Additional Water Quality Standards: 2,4-D

Quantity 6 each

Unit Price METHOD METHOD DETECTION LIMIT 

Delivery Location **City of Lewisville, Texas**  
Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 6

**Description**  
2,4-D

Item 20-21-A-07-06 - Additional Water Quality Standards: Danitol

Quantity 6 each

Unit Price METHOD



METHOD  
DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**  
Danitol

Item 20-21-A-07-07 - Additional Water Quality Standards: Demeton

Quantity 6 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**  
Demeton

Item 20-21-A-07-08 - Additional Water Quality Standards: Diazinon

Quantity 6 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**  
Diazinon SM 614 (MAL 0.1 microgram/L)

Item 20-21-A-07-09 - Additional Water Quality Standards: Dicofol

Quantity 6 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Dicofol

Item

**20-21-A-07-10 - Additional Water Quality Standards: Dioxin/Furans**

Quantity

**6 each**

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Dioxin/Furans

Item

**20-21-A-07-11 - Additional Water Quality Standards: Diuron**

Quantity

**6 each**

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

**City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Diuron

Item

**20-21-A-07-12 - Additional Water Quality Standards: Guthion**

Quantity

**6 each**

Unit Price

METHOD

METHOD

DETECTION LIMIT

## Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 6

**Description**

Guthion

**Item** 20-21-A-07-13 - Additional Water Quality Standards: Hexachlorophene**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT**

## Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 6

**Description**

Hexachlorophene

**Item** 20-21-A-07-14 - Additional Water Quality Standards: Malathion**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT**

## Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant  
City of Lewisville  
897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 6

**Description**

Malathion

**Item** 20-21-A-07-15 - Additional Water Quality Standards: Methoxychlor**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT**

## Delivery Location

**City of Lewisville, Texas**

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Methoxychlor

**Item** 20-21-A-07-16 - Additional Water Quality Standards: Mirex**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Mirex

**Item** 20-21-A-07-17 - Additional Water Quality Standards: Nitrate-Nitrogen**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Nitrate-Nitrogen

**Item** 20-21-A-07-18 - Additional Water Quality Standards: N-Nitrosodiethylamine**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd  
Lewisville TX 75057  
Qty 6

**Description**

N-Nitrosodiethylamine

Item 20-21-A-07-19 - Additional Water Quality Standards: N-Nitroso-di-n-Butylamine

Quantity 6 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

City of Lewisville, Texas

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

N-Nitroso-di-n-Butylamine

Item 20-21-A-07-20 - Additional Water Quality Standards: Parathion

Quantity 6 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

City of Lewisville, Texas

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Parathion

Item 20-21-A-07-21 - Additional Water Quality Standards: Pentachlorobezene

Quantity 6 each

Unit Price

METHOD

METHOD

DETECTION LIMIT

Delivery Location

City of Lewisville, Texas

Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Pentachlorobezene

**Item** 20-21-A-07-22 - Additional Water Quality Standards: Pyridine**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Pyridine

**Item** 20-21-A-07-23 - Additional Water Quality Standards: 1,2-Dibromoethane**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

1,2-Dibromoethane

**Item** 20-21-A-07-24 - Additional Water Quality Standards: 1,2,4,5-Tetrachlorobenzene**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

1,2,4,5-Tetrachlorobenzene

**Item** 20-21-A-07-25 - Additional Water Quality Standards: 2,4,5-TP (Silvex)**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

2,4,5-TP (Silvex)

**Item** 20-21-A-07-26 - Additional Water Quality Standards: Tributyltin**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

Tributyltin

**Item** 20-21-A-07-27 - Additional Water Quality Standards: 2,4,5-Trichlorophenol**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

2,4,5-Trichlorophenol

**Item** 20-21-A-07-28 - Additional Water Quality Standards: TTHM (Total Trihalomethanes)**Quantity** 6 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 6

**Description**

TTHM (Total Trihalomethanes)

**Item** 20-21-A-07-29 - Additional Water Quality Standards: Bromate**Quantity** 2 each**Unit Price****METHOD****METHOD****DETECTION LIMIT****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 2

**Description**

Bromate

**Item** 20-21-A-08-01 - Pick up/Courier Charges: Pick up/Courier Charges**Quantity** 100 each**Unit Price****Delivery Location****City of Lewisville, Texas**Prairie Creek Wastewater Treatment Plant

City of Lewisville

897 Sewage Treatment Plant Rd

Lewisville TX 75057

Qty 100

**Description**

Please provide your pick up/courier charge.



## CHEMICAL ANALYSIS SPECIFICATIONS

1. Chain of Custody procedures shall be established and maintained according to City of Lewisville standards. The laboratory shall sign for receipt of the sample and maintain documentation of custody during the analytical process.
2. Bench Sheets and all work data sheets shall be maintained for a period of three (3) years and shall be available for review upon request.
3. Analytical reports for each sample submitted shall include [as per 40 CFR 403.12 (o)]:
  - The dates the analyses were performed.
  - Who performed the analyses?
  - The analytical technique/method used.
  - The results of the analysis in mg/l or other units indicated in the bid document.
4. Quality Control Data, including results of spikes and duplicate precision, shall be reported with each analytical report.
5. All analyses shall be performed in accordance with 40 CFR Part 136 and amendments thereto. Where 40 CFR Part 136 does not include sampling or analytical techniques for the pollutant in question, or where the EPA Administrator determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, analyses shall be performed using validated analytical methods [as per 40 CFR Part 403.12 (g) (5)]. If a method not contained in 40 CFR Part 136 is used, the analytical report shall state the reason each time.
6. All analyses shall be performed in accordance with the TCEQ's Procedures for Implementing Texas Surface Water Quality Standards when MAL requirements are lower than those listed in 40 CFR Part 136.
7. The laboratory shall provide new sample containers that comply with EPA requirements.
8. Total cost of sample delivery by City of Lewisville personnel will be computed by Environmental Control Services and though the total cost is not part of the bidder's quotation, it will be used in determining the overall low bid.

Cost will be based on the following formula:

$$\begin{aligned} C &= (D \times M) + (T \times L) \text{ where:} \\ C &= \text{Effective cost} \\ D &= \text{Round trip travel distance (miles)} \end{aligned}$$

M	=	Maintenance and fuel cost (\$0.55/mile)
T	=	Travel time (hours)
L	=	Drive cost (\$25.00/hour)

8. The laboratory shall invoice each sample separately. A copy of the analytical report must accompany each invoice.
9. The Contract Laboratory must be capable of providing legal testimony for analysis provided.

## **GENERAL BID SPECIFICATIONS**

All of the following information must be uploaded and submitted with the bid document through BidSync, and all information requested for in the blanks provided must be completed. This request for information must include Sub-Contract Laboratory Work. Failure to comply may at the City's option result in rejection of the Bid.

### **Summary of Laboratory Capabilities**

- Laboratory Organization Structure
- Laboratory Personnel  
(Include individual credentials and experience. Laboratory personnel must possess a minimum of 4-year Bachelor Degree in a Science related field or have 3 to 5 years relevant experience as an Environmental Laboratory Technician.
- Statement of Facility Capabilities
- Primary Instrumentation to be used in this contract
- Data Reporting Capabilities
- A list of major Municipal and Industrial clients for the past 3 years.
- Written Quality Assurance Program  
(Personnel must have completed an internal training program that addresses at a minimum: sample analyses, QA/QC and Chain of Custody. This training must be documented. A QA Manager must be assigned to review all Laboratory work.)
- Latest Audit, Assessment or Quality Control Performance Evaluation by State and Federal Agencies including DMR/QA results of performance evaluation. Copies of responses

and/or evaluation of any discrepancies found as a result of an audit, assessment or Quality Assurance Evaluation.

- Any analytical work to be subcontracted as part of this Contract must conform to the requirements and provisions given within these specifications. Analyses to be contracted must be indicated on the Bid form, and Laboratory Quality Assurance Program, QA/QC Performance Evaluations and Audits from the subcontract laboratory must be included with the bid information submitted.

All information provided throughout this bid document will be utilized in determining bid award.

### **Grounds for Termination**

This agreement may be terminated by the City at its option upon thirty (30) days notice in writing, if the service to be furnished does not comply with the detailed specifications; if the servicing of this agreement does not conform to the requirements detailed herein; or for any of the following:

- Reporting false information
- Failure to completely document sample chain of custody and analytical process.
- Failure to comply with EPA analytical procedures, sample preparation, and storage and data management procedures.
- Failure to correct within sixty (60) days deficiencies noted during TCEQ, EPA or City of Lewisville inspections, audits or assessments. TCEQ Inspection Reports received during the contract period must be sent to Environmental Control Services Division within 30 days of receipt.
- Consistent failure to submit required information with analytical reports.
- Failure to meet turnaround time stated by bidder.
- Or an accumulation of deficiencies, which would compromise the defendability of the data, generated by the Laboratory, or the City's ability to utilize data generated.

**ADDITIONAL PRICING**

PLEASE INDICATE THE STANDARD TURNAROUND TIME UNDER NORMAL CONDITIONS, IN CALENDAR DAYS TO THE CITY OF LEWISVILLE.

	5
	6

ANY ANALYSIS WHICH VARIES FROM THE ABOVE STATED TURNAROUND TIME MUST BE INDICATED AND TIME NOTED BELOW:

	5
	6

PLEASE INDICATE THOSE ANALYTES TO BE SUB-CONTRACTED AND SUB-CONTRACT LABORATORY:

	5
	6

PLEASE INDICATE DISCOUNT FROM PUBLISHED FEES FOR ANALYSIS NOT LISTED IN THIS BID.

	5
	6

QUOTE ADDITIONAL COST FOR SAMPLE PICK-UP.

	5
	6

PLEASE INDICATE ALL CHARGES FOR EXPERT TESTIMONY THAT MAY BE

REQUIRED DURING LITIGATION.

	5
	6

PLEASE INDICATE COST, IF ANY, FOR RE-ANALYSIS OF ANY QUESTIONABLE TEST RESULTS. (% COST OF ORIGINAL ANALYSIS)

	5
	6

PLEASE INDICATE TURNAROUND TIME AND % COST INCREASE FOR 100% RUSH OF STANDARD TURNAROUND TIME.

DAYS:

	5
	6

PLEASE INDICATE TURNAROUND TIME AND % COST INCREASE FOR 50% RUSH OF STANDARD TURNAROUND TIME.

DAYS:

	5
	6

PLEASE QUOTE PERCENT DISCOUNT OFF INDIVIDUAL PARAMETERS LISTED IN TABLE IV AND TABLE V [40 CFR PART 122 APPENDIX D]

	5
	6



**CITY OF LEWISVILLE  
PURCHASING DIVISION  
ANNUAL CONTRACT STANDARD PROVISIONS**

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to two (2) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than its actual needs during the Agreement, subject to availability of appropriate funds.
3. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
4. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

## **CITY OF LEWISVILLE PURCHASING DIVISION ADDITIONAL TERMS**

### **ANTI-LOBBYING PROVISION**

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

### **LAWS AND ORDINANCES**

Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

### **PROTECTION OF RESIDENT WORKERS**

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

### **IMMIGRATION REFORM AND CONTROL ACT**

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the



laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

3

4

## CITY OF LEWISVILLE

### COOPERATIVE PURCHASING AGREEMENT

Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

☐ YES      ☐ NO

- (a) If you (the Vendor) checked yes, the following will apply.
- (b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

BID INVITATION NO:	<input type="text"/>
COMMODITY:	<input type="text"/>

FIRM NAME:

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

DATE:

SIGNER'S NAME AND TITLE:

## STATE RECIPROCAL REQUIREMENT

The City of Lewisville, 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 (Section 2252.002 of the Government Code). 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:	<input style="width: 250px;" type="text"/>
Address:	<input style="width: 250px;" type="text"/>
City, State, Zip:	<input style="width: 250px;" type="text"/>
Phone	<input style="width: 250px;" type="text"/>
Email Address:	<input style="width: 250px;" type="text"/>
Bidder (Print name)	<input style="width: 250px;" type="text"/>
Bidder Signature	<input style="width: 250px;" type="text"/>
Position with Company	<input style="width: 250px;" type="text"/>
Signature of company official authorizing this bid:	<input style="width: 250px;" type="text"/>
Company Official (Print name):	<input style="width: 250px;" type="text"/>
Position with company:	<input style="width: 250px;" type="text"/>

## **CITY OF LEWISVILLE DISCLOSURE OF INTEREST**

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](https://ethics.state.tx.us), must be filed with the City Secretary of the City of Lewisville no later than the seventh (7<sup>th</sup>) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS** **GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

#### **B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises – Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

***NOTE: The aggregate loss limit applies to each project.***

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2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retentions must be declared to and approved by the City.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
  - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
  - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

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**E. ACCEPTABILITY OF INSURERS**

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. HOLD HARMLESS AND INDEMNIFICATION**

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

03/21/2018

**CITY OF LEWISVILLE  
PURCHASING DIVISION**

**INSTRUCTIONS TO BIDDERS**

1. **INSTRUCTIONS:** These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.
  2. **BIDS** must not be faxed but are to be submitted to the City in **one** of the following manners:
    - A. **Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bidsync.com. The City is a member of this internet service and the submittal of bids to the City is at no cost to the bidder. The internet site is [www.bidsync.com](http://www.bidsync.com).
    - or**
    - B. **Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one copy of their bid in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the Bidder's name, address, the bid invitation number and closing date recorded on the bottom left corner of the envelope.

Address to:  
City of Lewisville  
Finance Administration - Purchasing Division  
151 W. Church St.  
Lewisville, Texas 75057
- Sealed bids must be returned in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.
3. **BID:** The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.
  4. **MAKE-MODEL** Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.
  5. **SPLIT-AWARD:** Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.
  6. **BID FORMS:** Bids submitted on other than City forms, whether electronic or paper, or with different terms or provisions may not be considered as responsive bids.



7. **Bids** must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.
8. **F.O.B./DAMAGE:** Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
9. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002 or emailed to [accountspayable\\_col@cityoflewisville.com](mailto:accountspayable_col@cityoflewisville.com).
10. **TAXES:** The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.
11. **PRICING:** Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.
12. **PAYMENT TERMS:** Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.
13. **DELIVERY PROMISE - PENALTIES:** Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
14. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.
15. **CORRESPONDENCE:** The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.
16. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
17. **PATENT RIGHTS:** The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.
18. **EVALUATION:** Response to the specification in this bid is of primary importance in determining the lowest responsible bid.
19. **BID AWARD:** Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:
  - A. Purchase Price
  - B. The reputation of the bidder and of the bidder's goods and service

- B. The quality of the bidder's goods or services
- C. The extent to which the goods or services meet the municipality's needs.
- D. The bidder's past relationship with the municipality.
- E. The impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.
- F. The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).
- G. Any other relevant factors that a private business would consider in selecting a bidder.

**20. FUNDING:** The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

**21. RESERVATIONS:** The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

**22. ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

**23. AUDIT:** The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

**24. PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process.

- A. This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary.
- B. Failure to Protest within the time allotted shall constitute a waiver of any protest.

**25. ALTERING BIDS:** Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

**26. CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

- 27. ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.
- 28. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Be otherwise qualified and eligible to receive an award; and
  - F. The City of Lewisville may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
- 29. BIDDER SHALL PROVIDE** with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.
- 30. SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.
- 31. TERMINATION FOR DEFAULT:** The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
- 32. TESTING:** Testing may be performed at the request of the City without expense to the City.
- 33. REMEDIES:** The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 34. VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.
- 35. SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.
- 36. DEVIATIONS** from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

- 37. NO EMPLOYEE** of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.
- 38. NO EMPLOYEE** of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.
- 39. ELIGIBLE BIDDER:** Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.
- 40. REJECTED ITEM(S):** Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.
- 41. INDEMNITY:** The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.
- 42. VENDOR AGREEMENT:** Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville must be submitted with your bid.



## Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine “Big Moves” to guide the community’s efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

*Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville’s ability to provide the desired quality of life and business climate for success of future generations.*

The Purchasing Division’s goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

Does Product or Service?	Yes	No	Details
Reduce energy consumption			
Reduce toxicity, including emissions			
Reduce waste			
Contain recyclable materials			
Reduce water consumption			
List other environmental impacts			

*Attach supporting documentation if needed*

**PURCHASE ORDER  
TERMS & CONDITIONS**

**Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.**

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".
7. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.
8. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
10. **WARRANTY PRICE:** (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
11. **WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
12. **SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
14. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
15. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
16. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
17. **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 contract 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 military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, 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 inability.

18. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. **MODIFICATIONS:** This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21. **INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22. **APPLICABLE LAW:** This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. **VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26. **DISCLOSURE:** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](https://ethics.state.tx.us), must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. **INDEPENDENT CONTRACTOR:** Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. **TERMINATION FOR DEFAULT:** Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code.

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30. **INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

31. **SEVERABILITY:** In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. **ADA COMPLIANCE:** All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. **PROTECTION OF RESIDENT WORKERS:** The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. **NO BOYCOTT OF ISRAEL.** Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.

36. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

CITY OF LEWISVILLE  
PURCHASING DIVISION**Exceptions**Bid 

On the lines below, please list any exceptions taken to this bid invitation.

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Signature Company Date **No Exceptions taken to this bid invitation.**Signature Company Date



## Question and Answers for Bid #20-21-A - Chemical Analysis

### Overall Bid Questions

There are no questions associated with this bid.