CITY OF WESLACO
INSTRUCTIONS TO BIDDER
LIQUID AMMONIUM SULFATE

Please read your specifications thoroughly and be sure that the LIQUID AMMONIUM SULFATE offered complies with all requirements. Any variation from the specifications must be clearly indicated on the item specification sheet and covered by a letter attached to and made a part of your bid. If no exceptions are noted, and you are the successful bidder, it will be required that the LIQUID AMMONIUM SULFATE be provided as specified.

(1) The purpose of these specifications and bidding documents is to award a contract for the purchase of the following:

LIQUID AMMONIUM SULFATE

(2) The LIQUID AMMONIUM SULFATE to be furnished under this bid shall be the type of LIQUID AMMONIUM SULFATE specified. All specifications shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.

(3) Bids will be submitted in a sealed envelope upon the blank form attached hereto. Each bid must be completely filled out and **SUBMITTED IN DUPLICATE FORM. Bids submitted by faxed or electronically will not be accepted.** Bids must be filed with the City of Weslaco before opening day and hour. No late bids will be accepted; they will be returned to bidder unopened (if properly identified).

Hand deliver Bid to 255 South Kansas Avenue, Purchasing Department or Mail Bids to City of Weslaco, 255 South Kansas Avenue, Weslaco, Texas 78596.

(4) Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.

(5) Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bids may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Weslaco.

(6) STATE SALES TAX MUST NOT BE INCLUDED IN BID

(7) No substitutions or cancellations permitted without written approval of the City of Weslaco.

(8) If unable to bid, bidder should return inquiry giving reasons.

(9) The Bidder shall attach to his/her bid sheet a list of any exceptions to the specifications if unable to do so in bid form.

"continued"

(10) Number of days to deliver the LIQUID AMMONIUM SULFATE, must be within three (3) days from date of order.

(11) When delay can be foreseen, Bidder shall give prior notice to the City of Weslaco. Bidder must keep the City of Weslaco advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Weslaco to purchase such LIQUID AMMONIUM SULFATE elsewhere and **charge increase in cost and handling to defaulting bidder**.

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

(12) Quote F.O.B. Weslaco, Texas. If not quoting, show guaranteed exact cost to deliver and dump into City's storage tanks. Bid in units of quantity specified - extend and show total (as requested). In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered. The City of Weslaco shall honor only the unit prices stated in the bid form therefore; same should incorporate any and all costs at time of submittal.

(13) The Company(s) agree(s) to carry adequate public liability insurance and automobile liability insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated by Preamble 110.110. Company(s) further agrees to indemnify and hold the City of Weslaco harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract(s) and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of Weslaco and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. Respondent will be responsible to provide necessary insurance as required by the City of Weslaco and mandated by state law in compliance with Section II of the General Specifications when submitting bid.

(14) The City may hold bids **60** days after bid opening without taking action. Bidders are required to hold their bids firm for same period of time.

(15) The City of Weslaco reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the **best and most advantageous to the City of Weslaco**.

(16) The Bidder agrees to indemnify and save harmless the City, the Purchasing Department, and its assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Department, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

(17) Bidder shall carefully examine the bid forms, specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Department at 956.447.2240 and obtain clarification by addendum prior to submitting any bid.

(18) The City of Weslaco will execute payment by mail in strict accordance with the State of Texas Pay Law. No other method of payment will be considered.

(19) Where in this bid package LIQUID AMMONIUM SULFATE is used, its meaning shall refer to the purchase of LIQUID AMMONIUM SULFATE as specified.

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

(21) Number of days stated on bid form will be a factor in the evaluation and award of bid.

(22) City of Weslaco reserves the right to waive or take exception to any part of these specifications when it is in the best interest of the City of Weslaco.

(23) Contract shall be for a period of one (1) year with the option to extend for an additional two (2) years.

(24) Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible bids. Actual usage may fluctuate up or down during the course of an annual contract period. This historical data may or may not be given consideration by bidders when submitting their bids.

(25) Bidders will be required to hold their prices firm for the contract period. Chemical shall be purchased on an "as needed" basis and invoiced accordingly. All orders must be accompanied by a Purchase Order number at time of order. Delivery shall be within the time specified after execution of order by telephone, fax, or mail.

(26) Liquid Ammonium Sulfate being bid must meet the latest A.W.W.A., Texas Commission of Environmental Quality (TCEQ) and must conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) (ANSI/NSF) Standard 60 for direct additives and ANSI/NSF Standard 61 for indirect additives. (Certification for ANSI/NSF Standard 60 & 61 must accompany bid at time of submittal).

(27) A written emergency response plan must be submitted, that includes but is not limited to emergency contacts: Name, Title, and 24 hour phone numbers, specific actions, public informing procedures, health care, and emergency response time.

(28) The successful contractor shall conduct a safety class for each participating entity. The class shall be at least (1) hour long, and be provided to the employees at the Water and/or the Wastewater Treatment Plant(s) free of charge.

"continued"

(29) The successful contractor shall be responsible to provide a demonstration class on the proper

use of a Liquid Ammonium Sulfate. Demo shall be provided to the employees at the City/Public Utilities employees free of charge.

(30) The City of Weslaco reserves the right to reject any and all bids and to make such awards as deemed in the best interest of the Cities represented.

(31) The City of Weslaco will be responsible for expediting its own purchase orders, receiving, shipment, inspecting of goods, verifying invoices and paying of bills. No participant shall by execution of agreement or by participation in any purchase contract be liable for any materials, supplies or equipment ordered or received by any other participant.

(32) Any dispute arising between the City and a successful bidder not relating to 1) the validity of the award of the purchase contract, or 2) the rejection of the bids, shall be settled by and at the cost of that participant involved in the dispute. The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or other dispute(s) shall be in Hidalgo County, Texas.

(33) The City of Weslaco may terminate its participation in this agreement upon a 30-day written notice to the contractor for failure of acceptable contractor performance and/or non-availability of funds.

CITY OF WESLACO
SPECIFICATIONS FOR LIQUID AMMONIUM SULFATE

BID NO.: 2013-14-18

BID OPENING DATE: September 8, 2014 at 3:00 p.m.

Please read your specifications thoroughly and be sure that the **LIQUID AMMONIUM SULFATE** offered comply(ies) with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by a letter attached to and made a part of your bid. Do Not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted and you are the successful bidder, it will be required that the **LIQUID AMMONIUM SULFATE** be furnished as specified.

MINIMUM REQUIREMENTS	TO BE FILLED OUT BY BIDDER
TERMS OF CONTRACT	
The terms of the Contract for furnishing LIQUID AMMONIUM SULFATE shall be for a one (1) year period with the option to extend the Contract for an additional two (2) years. During this period, Purchase Orders will be issued for chemical as needed. In any conflict between the terms and conditions, as specified herein and said Purchase Orders, the term and conditions of this Contract shall govern. Contractors will not perform against this Contract without first having received an official City Purchase Order. It is emphasized that the City does/do not guarantee to purchase any specific quantity of any item listed during the period of this contract; rather, the quantities may vary depending upon the actual needs of the Surface Water Treatment Plants. For information purposes we have provided estimated quantities on the bid form.	_____
PURPOSE	
The purpose of these specifications is to select and purchase LIQUID AMMONIUM SULFATE for the production of chloramines on a cost per pound basis. The City has developed the following criteria to insure a fixed cost of treatment and that bids received are from experienced chemical suppliers.	_____

SPECIFICATIONS FOR THE PURCHASE OF LIQUID AMMONIUM SULFATE (continued):

MINIMUM REQUIREMENTS	TO BE FILLED OUT BY BIDDER
INTENT	
All specifications shown are a minimum. There is no intention to disqualify any Bidder who can meet these specifications.	_____
MATERIALS	
Treatment Chemicals and Media: Each shipment of Liquid Ammonium Sulfate shall always contain a minimum of 38% - 40% content of Ammonium Sulfate. Any content below said minimum shall be considered a breech of contract. All chemicals used in treatment of water supplied by public water systems must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for direct additives and ANSI/NSF Standard 61 for indirect additives. Certificate of analysis from a third party, of product received must be provided for each shipment received.	_____
MATERIAL SAFETY DATA SHEETS (MSDS)	
All Bidders should submit with their bid, two (2) complete, most recent copies of the required Material Safety Data Sheet (OSHA) Form 174, manufacturer's safety data sheet, or such other sheet which contains the same information as the OSHA Form 174 for Liquid Ammonium Sulfate. Failure to comply with this notice will be just cause for rejection of the Bid Form from further consideration. A Material Safety Data Sheet must accompany each shipment. Material Safety Data Sheets shall conform to the format in ANSI A400.1 (1998 Revision).	_____

SPECIFICATIONS FOR THE PURCHASE OF LIQUID AMMONIUM SULFATE (continued):

MINIMUM REQUIREMENTS	**TO BE FILLED OUT BY BIDDER**
LIQUID AMMONIUM SULFATE SPECIFICATIONS	
LIQUID AMMONIUM SULFATE:	_____
♦ The product must be a minimum of 38% - 40% weight ammonium sulfate.	_____
♦ Consistently maintain Total Liquid Ammonium Sulfate levels at a 3 to 1 ratio.	_____
♦ No dry Ammonium Sulfate will be accepted.	
♦ % as of Liquid Ammonium Sulfate 9.8 – 10.3	_____
♦ Certificate of Analysis shall accompany each bulk shipment	_____
♦ Specific Gravity 1.21 – 1.23	_____
♦ PH 3.0 – 6.0	_____
PROVIDER PERFORMANCE	
The City requires providers of these services to meet all specifications. In the event the provider is unable to provide all specified obligations of this Contract, the City may award contract to the next lower Bidder. Provider must also provide proper training, acceptable to the City of Weslaco, in the application and handling of this chemical.	_____ _____ _____ _____
SHIPPING, HANDLING AND DELIVERY	
DELIVERY: All deliveries shall be coordinated by the contractor to the locations designated by the City of Weslaco personnel at time of order.	_____ _____

SPECIFICATIONS FOR THE PURCHASE OF LIQUID AMMONIUM SULFATE (continued):

MINIMUM REQUIREMENTS	TO BE FILLED OUT BY BIDDER
SHIPPING, HANDLING AND DELIVERY (cont')	
Deliveries will only be accepted during business operating hours of Monday - Friday between the hours of 8:00 am to 5:00 pm. Any other time must be requested with ample time.	_____
The material shall be shipped in clean bulk tank trucks (minimum shipment of 6,000 gallons). Each load delivered must include proof that tanker was washed before being filled with Liquid Ammonium Sulfate. The Bidder must verify the equipment requirements prior to submittal of bids and ensure ability to deliver the proposed material in a vehicle, which is compatible with the existing unloading system.	_____
The vendor agrees to assure that his/her carrier has all appropriate equipment such as tools, hoses, valves and suitable hydraulic or electrical devices capable of insuring a timely unloading as not to interrupt the normal operation of the City.	_____
The Contractor agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Weslaco. Deliveries made without such Purchase Order shall be at Bidder's risk and shall leave the City the option of canceling any Contract implied or expressed herein.	_____
Contractor shall guarantee to assure that either his/her own carrier or any common carrier used shall be covered by all appropriate insurance required by any and all State and Federal agencies for the transportation of hazardous chemicals. The Contractor shall further guarantee to assure that all vehicles are properly placarded and/or labeled and suitably maintained and equipped for the transportation of hazardous chemicals. Delivery shall be made within three (3) calendar days after order is placed.	_____

SPECIFICATIONS FOR THE PURCHASE OF LIQUID AMMONIUM SULFATE (continued):

MINIMUM REQUIREMENTS	TO BE FILLED OUT BY BIDDER
INVOICING	
All invoices must be submitted in duplicate, itemized as to quantity, part number, description, and applicable discount (if any). In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City's Purchase Order Number.	_____
All delivery tickets must be signed by the receiving employee and have a description of the commodity delivered.	_____
PAYMENT	
Payment shall be made in accordance with the State of Texas Pay Law after the City has approved the invoice or after the City has accepted the goods, whichever occurs later. The City and Contractor agree that the terms of this contract and all rights otherwise reserved by law, shall constitute the sole, controlling contract terms.	_____
TERMINATION OF AGREEMENT	
The contract may be terminated by the City, at it's option, upon thirty (30) days written notice, if the materials furnished do not conform to the standard set forth herein, or if the deliveries and servicing of this Contract do not conform to the requirements detailed herein.	_____

_____
DATE

_____
PRINT/TYPE NAME

_____
TITLE

_____
COMPANY

CITY OF WESLACO
BID FORM
FOR THE PURCHASE OF LIQUID AMMONIUM SULFATE

BID NO.: 2013-14-18
BID OPENING DATE: <u>September 8, 2014 at 3:00 p.m.</u>

<u>Historical Annual Usage</u>
City of Weslaco – (150,000) lbs.

I/We submit the following bid **<u>IN DUPLICATE FORM</u>** for a supply contract for the purchase of Liquid Ammonium Sulfate according to City of Weslaco specifications, less tax:

It is understood that the number of pounds of Liquid Ammonium Sulfate mentioned are based on historical usage and is being provided as an aid to assist bidders in providing the City of Weslaco, Weslaco Public Utilities, with the best unit price possible. Actual usage may vary up or down during the course of this contract period. Prices quoted are to remain unchanged for a period of one (1) years with the option to extend for an additional two (2) years (as awarded). Unit prices quoted shall be F.O.B. City of Weslaco, Weslaco Public Utilities Storage Tanks, and delivered to locations and exact spot(s) designated by City personnel.

Delivery locations:
<u>City of Weslaco, Public Utilities:</u>
Weslaco Water Treatment Plant, 2500 North Texas Blvd., Weslaco, Texas 78596.

No. of LAS Gallons Ordered (X)'s (_____) Constant-Rate (X)'s $_____

Conversion of Liquid Gallons to Pounds Unit Price/Lb.

_____

UNIT PRICE PER POUND WRITTEN IN WORDS

Maximum delivery time (not to exceed three calendar days) to designated sites after receiving order by telephone, fax, or e-mail _____ hours.

Respectfully submitted this _____ day of _____, 2014.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____