CITY OF WESLACO
INSTRUCTION TO BIDDERS
SODIUM HYPOCHLORITE

Please read specifications thoroughly and make sure that the chemical(s) offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the chemical(s) be provided as specified.

SODIUM HYPOCHLORITE

All specifications shown are the minimum and there is no intention to disqualify any bidder who can meet these specifications.

- Bids are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. Each bid must be completely filled out. Bids are to be filed with the City of Weslaco before opening day and hour. If a bid is filed late it will be returned to bidder unopened. **Failure to meet bidding requirements may be grounds for disqualification**.

- Bids are to have full firm name and address of bidder and manually signed, **failure to do so will disqualify bid**. Person signing bid must show title or authority to bind his/her firm in a contract.

- Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.

- State sales tax must not be included in bid.

- No substitution or cancellations permitted without written approval of City of Weslaco.

- Any additions, deletions, or variations from the following specifications must be noted. Any specifications not specifically mentioned which are necessary for the chlorine to be ready for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

- The number of days required to deliver chemical(s) after receiving order is to be stated in bid. Failure to state will obligate the bidder to complete delivery within two days.

- If a delay is foreseen, bidder must give prior notice to the City of Weslaco. The bidder must keep the City of Weslaco advised of status of order. Default in promised of delivery (without acceptable reasons) or failure to meet specifications

authorized by the City of Weslaco to purchase such chemical(s) else where and charge increase cost and handling to defaulting bidder.

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

- Quote F.O.B. Weslaco, Texas if not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified – extend and show total. In the events of discrepancies in extension, unit price will govern. Bids subject to unlimited price increase will not be considered.

- The city may hold bids **60** days after opening without taking action. Bidders are required to hold their bid firm for the same period of time.

- 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.

- The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

- Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Weslaco no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176,006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements.

- Bidders shall provide automobile liability policy(ies) of insurance with coverage for all vehicles in an amount for each vehicle of not less than $100,000.00 property damage, $250,000.00 bodily injury each person, and $500,000.00 bodily injury each occurrence, and shall further provide errors and omissions policy(ies) of insurance with coverage for all of bidder's shall provide to the City satisfactory evidence of the existence of this indemnification coverage. The Bidder shall require that the insurer specify in the certificate of coverage that the insurer shall serve on the City 10 day's written notice prior to cancellation of the insurance policy.

- Bidders shall provide a policy(ies) of insurance under which the City shall be indemnified against any liability, as specified in this agreement, which provides for a minimum indemnification coverage of all attorneys fees, litigation costs, court costs, expenses expert fees and $500,000.00 for each person and $1,000,000.00 for each single occurrence for bodily injury or death and $200,000.00 for each single occurrence for injury to or destruction of property. The Bidder shall provide to the City satisfactory evidence of the existence of this indemnification coverage. The Bidder shall require that the insurer specify in the certificate of coverage that the insurer shall serve the City 10 day's written notice prior to cancellation of the insurance policy.

- The Bidders agrees to provide Worker's Compensation Insurance as mandated by Preamble 110.110, and hold harmless the City 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.

- The Bidder agrees to indemnify and save harmless the City, the Purchasing Department, and 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.

- Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify the Purchasing Department at 956.447.2240 and obtain clarification by addendum prior to submitting bid.

- The City of Weslaco will execute payment by mail accordance to the State of Texas Pay Law after invoice has been received for those quantities of chemical that have been delivered. No other method of payment will be considered.

- Where in this bid package chemical(s) is used, its meaning will refer to the Supply Contract for the purchase of Sodium Hypochlorite.

- All items (applicable if more than one) will be evaluated and awarded individually or in any combination thereof.

- Number of days/or weeks stated on bid proposal form for complete delivery will be a factor in the evaluation and award of bid.

- The City of Weslaco reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of Weslaco.

- Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional two (2) years pending City Commission approval.

- Delivery will be made on an as needed basis.

- Payment will be made for delivered quantities only.

- Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible bids. Historical data can fluctuate up or down during the course of an annual contract period. The historical data may or may not be given consideration by bidders when submitting their bids. Bidder will hold unit price(s) firm for the term of the contract period.

CITY OF WESLACO

BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF SODIUM HYPOCHLORITE

I/We submit the following bid for the purchase of Sodium Hypochlorite according to the City of Weslaco specification, less tax:

It is understood that the number of pounds of Sodium Hypochlorite are based on historical usage and is provided as an aid to assist bidders in providing the City of Weslaco with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of two years from date of award of contract. Unit prices quoted shall be F.O.B. City of Weslaco and delivered to locations and exact spot(s) designated by City personnel.

Base Bid

HISTORICAL ANNUAL USAGE
166,000 gallons

Minimum specifications for the above shall be as noted below:

Concentration Trade Percent @ 20° C	15%
Available chlorine g/l	150
Weight percent	12.4
pH (SU)	11.0 – 12.0
Specific Gravity @ 20° C	1.20 – 1.21
Maximum temperature at time of delivery	85° F (29.4° C)

The Authority reserves the right to have supplied liquid sodium hypochlorite sampled and analyzed by an independent and certified laboratory.

The sodium hypochlorite shall contain no insoluble matter by weight and not more than 2.5 grams per liter total free alkali (as NaOH) by weight; and meet the AWWA Standard B300-87 and ANSI/NSF Standard 60.

The bidder shall provide a material safety data sheet (MSDS) for the liquid sodium hypochlorite.

Unit price per pound and put in place $_____

Unit price for one (1) year period with the provision to extend an additional two (2) years pending City Commission approval.

Maximum delivery time (not to exceed two calendar days) to Weslaco sites after receiving order by telephone _____ hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes_____ No_____.

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached_____

_____

Please identify hour of operation_____.

Please identify name of person(s) authorized to receive orders:_____

_____

Respectfully submitted this _____ day of _____, 2014.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

_____

TELEPHONE NO: _____

FAX NUMBER: _____

CITY OF WESLACO

SODIUM HYPOCHLORITE
GENERAL CONDITIONS AND AGREEMENT

- Contractor proposes and offers to furnish to the City of Weslaco, Public Utilities Department all of the City's Sodium Hypochlorite needs at unit prices stated on bid form.

- Contractor agrees to allow the City of Weslaco, Public Utilities Department an inventory of 166,000 gallons at the Weslaco Water Plant.

- Contractor agrees to deliver additional gallons as needed by the City of Weslaco, Public Utilities Department within a period of two (2) calendar days after notification by telephone.

- All contents delivered by Contractor shall meet all applicable federal and/or state laws and safety requirements.

- Neither the Contractor nor his employees engaged in the delivery and off-loading of Sodium Hypochlorite shall be considered employees of the City of Weslaco or Public Utilities Department. The method and manner of performance of such undertaking will be under the exclusive control of the vendor's delivery personnel. The City will have the right of inspection of said undertaking at any time.

- The Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City of Weslaco, Public Utilities Department harmless of any and from all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of Contractor and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the contractor.

- The City of Weslaco, Public Utilities Department reserves the right to terminate the contract if the Contractor fails to perform in the delivery of Sodium Hypochlorite fails to meet the minimum requirements of the specifications. Termination will be in written form allowing for two week notice.

- Contractor agrees not to charge the City of Weslaco, Public Utilities Department any rental demurred charges.

- Contractor will furnish the City of Weslaco, Public Utilities Department upon request with factual information as to existence and financial stability of company, along with a list of present cities being serviced, and a laboratory test

report of their Sodium Hypochlorite from an accredited chemical testing Laboratory Company. Laboratory test report shall be at the expense of the contractor.

- This is a bid and offer by Contractor to the City of Weslaco, Public Utilities Department and shall not be binding upon the City unless accepted and signed by the Mayor, and City of Weslaco.

Accepted and agreed to this the _____ day of 2014.

_____
Contractor Signature

_____
Print/Type Name

_____
Contractor's Title

_____
Company

_____
Mayor

ATTEST:

_____ _____
Elizabeth Walker, City Secretary Ramon Vela, City Attorney