# City of Weslaco

*"The City on the Grow"*

Miguel D. Wise, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
David R. Fox, Commissioner, District 1
Olga M. Noriega, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Joe A. Martinez, Commissioner, District 6

Leonardo Olivares, City Manager


## CITY OF WESLACO

### Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

**Chemicals / Chlorine = RFB No.: 2012-13-11**

Sealed bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m.** on **September13, 2013**, at which time they will be opened and read aloud. Please mark envelope, **"Chemicals / Chlorine, RFB No. 2012-13-11."**

Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Weslaco web page address: **www.weslacotx.gov**, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447.2240. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). **No electronic bids will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best and most advantageous to the City and to hold bids for a period of forty-five (45) days without taking action, for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

City of Weslaco

Homer Rhodes

Homer Rhodes,
Purchasing Office

## VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

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If you intend to submit a bid for **Chemicals / Chlorine** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **September 13, 2013** so that you may receive any addendums to the specifications should the need arise.


**Homer Rhodes**
**City of Weslaco**
**Purchasing Office**
**255 S. Kansas Avenue**
**Weslaco, Texas 78596**
**Phone: 956.447.2240**
**Fax: 956.969.8452**
**hrhodes@weslacotx.gov**


Name: _____ Signature: _____
(print / contact person)

Title: _____ Company/Agency: _____

Mailing
Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Bid No.: 2012-13-11

# CITY OF WESLACO
# INSTRUCTION TO BIDDERS

Please read the specifications thoroughly and be sure that the chlorine offered complies with all requirements. Any variation from the specifications must be clearly indicated on the item specification sheet and covered by 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 chlorine be provided as specified:

## PURPOSE

The purpose of these specifications and bidding documents is to award a supply contract for the purchase of:

**PURCHASE OF CHLORINE**

## INTENT

The chlorine be furnished under this bid shall be in accordance with these specifications/requirements. There is no intention to disqualify any bidder who can meet these specifications.

## SUBMITTAL OF BID

Bids will be submitted no later than 3:00 p.m., on Friday, September 13, 2013 for:

**PURCHASE OF CHLORINE**

Bidder shall be required to submit **one (1) original and one (1) copy** of bids complete with all supporting documents. **Bids submitted by faxed or electronically will not be accepted.** Submittal of a bid in response to this solicitation for bids constitutes an offer by the bidder and if accepted by the City constitutes a contract. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. All bids are to be filed with the City of Weslaco, no later than 3:00 p.m., on Friday, September 13, 2013. No late bids will be accepted; they will be returned to bidder unopened (if properly identified).

## PREPARATION OF BID

Bidders must give full firm name and address of respondent, and be manually signed. **Failure to do so will disqualify the bid**. Person signing bid must show title or authority to bind the company in a contract. Company's name and authorized signature must appear on each page that calls for this information. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and individual Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Bidder, or the office address in the case of a firm or company, with county, state, and telephone number, shall be given after the signature.

## ALTERNATIONS/AMENDMENTS TO BID

Bids cannot be altered or amended after due date. Alterations made before the due date must be initialed by respondent guaranteeing authenticity.

## SUBSTITUTIONS

No substitutions or cancellations permitted without written approval from the City of Weslaco.

## VARIATIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted.

## EXCEPTIONS

The bidder shall attach to the bid a list of any exceptions to the specifications/requirements.

## DELAY

When delay can be foreseen, bidder shall give prior notice to City of Weslaco. Bidder must keep the City of Weslaco advised at all times of status of service. **Default in promised completion (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Weslaco to purchase the Chlorine elsewhere and charge increase in cost and handling to defaulting vendor.**

Acceptable reasons for delayed completion of project are as follows: Acts of God (floods, tornadoes, hurricane, etc.), acts of government, fire, strikes, war; action beyond the control of the successful bidder.

## QUOTE DELIVERED PRICING

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

## TIME ALLOWED FOR ACTION TAKEN

The City may hold bids 60 days after proposal opening without taking action. Bidders shall be required to hold their bids firm for the same period of time.

## RIGHT TO REJECT/AWARD

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

## INDEMNIFICATION CLAUSE

The bidder agrees to indemnify and save harmless the City, the Purchasing Department, and City Staff 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 shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to 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.

**PAYMENT**
The City of Weslaco will execute payment by mail in accordance with the State of Texas Prompt Payment Act after the chlorine has been delivered. **Other method of payment will be considered**.

**SYNONYM**
Where in this bid package Purchase of Chlorine, is used, its meaning shall refer to the Purchase of Chlorine as specified.

**ASSIGNMENT**
Neither the respondents' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Weslaco.

**INTERPRETATIONS**
Any questions concerning the project and/or specifications/requirements with regards to this solicitation for bids shall be directed to the designated individuals as outlined in the Bids. Such interpretations, which may affect the eventual outcome of this request for bids, shall be furnished in writing to all prospective bidders via addendum. No interpretation shall be considered binding unless provided in writing by the City of Weslaco in accordance with paragraph entitled "Addenda".

**STATUTORY REQUIREMENTS**
It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

**BIDDER'S EMPLOYEES**
Neither the bidder nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

**EVALUATION**
The number of days and stated on bid form for delivery **will be a factor in the award of contract**.

## COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/proposals with dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, H-GAC, TPASS, TxDOT, and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

## HUB CERTIFICATION

State Certified "HUB vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be faxed to the Purchasing Department at 956.968-9164).

## CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

## MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

## PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. **The City's position on this matter shall be final.**

## JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

## VENUE

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.

## CONFLICT OF INTEREST

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.

## BUDGET APPROVAL

For purposes of this project, award will be contingent on approval of budget.

## CONTRACT AWARD

This bid will be awarded after the authorization is given to the company that meets specifications/requirements and is the most advantageous for the City. If the top ranked company does not comply with above specifications/requirements, the City reserves the right to terminate negotiations with that company and begin negotiating with other qualified company's in order of rank, and so on, until an acceptable scope and agreement are reached. In the event that a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

## TERMINATION OF CONTRACT

The City of Weslaco reserves the right to terminate the contract if, in the opinion of the City of Weslaco, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The respondent shall be afforded the same right to terminate the contract in the same manner.

## INSURANCE REQUIREMENTS

The Bidders agrees to carry adequate **General Liability and Automobile Liability Insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated by Preamble 110.110**. Bidders 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 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.**

## CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this bid must be submitted in writing no later than five (5) business days prior to the bid closing date and addressed to:

Homer Rhodes / Purchasing Department
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240 / Fax: 956.969.8452
hrhodes@weslacotx.gov

## RESPONSE DEADLINE

Those interested respondents must submit one **(1) original and one (1) copy** of their written bid, consisting of the minimum number of pages sufficient to provide necessary information, to be received by the deadline stated below:

Responses to the Invitation to bid must be addressed to the City of Weslaco City Hall, 255 S. Kansas Avenue, Weslaco, Texas 78596 by 3:00 p.m., on Friday, September 13, 2013. Complete sets of the response must be submitted no later than the date and time in a sealed envelope indication the project number and title:

Bids will be accepted in person, by United States Mail, or by private courier service. No Bids will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. Bids may be withdrawn prior to the above scheduled time set for closing.

## ADDENDA AND MODIFICATIONS

Bidders shall carefully examine the bid forms, specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Department (956.447.2240) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written addenda which shall become a part of the contract documents. Said addenda shall be mailed by certified mail (return receipt requested), e-mailed, hand delivered and/or faxed, to all prospective bidders. All addenda issued in respect to this project shall be considered official changes to the original proposal documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the bidder's responsibility to ensure that they have received all addenda in respect to this project. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each addendum which shall be made part of the Bid Submitted. Bidders signature on addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Weslaco and as such are made part of the original solicitation documents.

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from its terms and requirements. Addendums are available online at www.weslacotx.gov

**REQUEST FOR INVITATION TO BID PREPARATION COSTS**

Issuance of this bid does not commit the City of Weslaco, in any way, to pay any costs incurred in the preparation and submission of a bid. All costs related to the preparation and submission of this Bid shall be borne by the respondent.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

The City of Weslaco hereby notifies all bidders that in regard to any contract entered into pursuant to this bid, Disadvantaged Business Enterprises (DBEs) will be afforded equal opportunities to submit bids and will not be discriminated against on the ground of race, color, sex, disability, or national origin in consideration of an award.

A DBE is defined as a small business concern which is at least fifty-one per cent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one per cent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

**ANTI-LOBBYING PROVISION**

During the period between bid submission date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the Weslaco Commission or City Staff except in the course of City-sponsored inquiries, briefing, interviews, or presentations. **Violation of this provision may result in the rejection of the respondent's bid**.

**CONFIDENTIAL INFORMATION**

Bidders are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

# INSTRUCTION TO BIDDERS
# FOR THE PURCHASE OF CHLORINE

Please read specifications thoroughly and make sure that the chemical offered is 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.

CHLORINE

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.

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.

Delivery of product shall be no more than five (5) days after notification by authorized City personnel.

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) elsewhere 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 bidder agrees to indemnify and save harmless the City, the Purchasing Department, and all City Staff 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 to Homer Rhodes Purchaser, 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 Homer Rhodes, Purchaser. The City of Weslaco will execute payment by mail accordance to the State of Texas Payment Act after invoice has been received for those quantities of chemical that have been delivered. Other method of payment will be considered.

Where in this bid package chlorine is used, its meaning shall refer to the Supply Contract for the purchase of Chlorine in one (1) ton containers.

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 beginning October 1, 2013 to September 30, 2014,

Delivery will be made on an "as needed" basis. Payment will be made for delivered quantities only in accordance with the State of Texas Pay Law.

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. Bidder will hold price(s) firm for the term of the contract period.

Contractor shall separate account and billing per location, i.e., Water Treatment Plant, and Wastewater Treatment Plant, etc., chlorine being bid must meet the latest A.W.W.A., Texas Commission of Environmental Quality (TECQ) and must conform to the American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment. (Certification for ANSI/NSF Standard 60 must accompany bid at time of submittal).

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

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 Wastewater Treatment Plant(s) free of charge.

The successful contract shall be responsible to provide a demonstration class on the proper use of a Chlorine Institute Emergency Kit. Demo kit shall be provided by the contractor. Demo shall be provided to the employees at the Water and the Wastewater Treatment Plant(s) free of charge.

The City of Weslaco shall be responsible for expediting a purchase order, receiving, shipment, inspecting of goods, verifying invoice and paying bills.

**CITY OF WESLACO**
**SPECIFICATIONS FOR A SUPPLY CONTRACT FOR**
**THE PURCHASE OF CHLORINE FORM**

Please read your specifications thoroughly and be sure that the chlorine offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by 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 chlorine be furnished as specified.

| **MINIMUM REQUIREMENTS** | **TO BE FILLED OUT BY BIDDER** |
|---|---|
| **CHEMICAL NAME & SPECIFIC USE:** | |
| Chlorine; disinfection of water | _____ |
| **PURITY:** | |
| Chlorine shall be 99.97% pure by volume as obtained from vaporized chlorine. | _____ |
| **SUPPORT AND SERVICE:** (Specify) | |
| Geographical location of main plant, operation, type of assistance on emergency situations and response time to same. | _____<br>_____ |
| **SHIPPING POINTS:** (Specify) | _____ |
| **TON CONTAINERS:** | |
| The containers shall meet the U.S. Department of Transportation specifications. Each ton container shall have three fusible metal plugs in each designed to melt at about 158° F. One end of the container shall be fitted with release valves, permitting the withdrawal of either chlorine gas or liquid. All containers shall be up-to-date on their required hydrostatic testing. | _____<br>_____<br>_____<br>_____ |

**MINIMUM REQUIREMENTS:**

**DELIVERY:**
All containers shall be delivered by the contractors to the locations designated by the ordering Entity(ies) personnel at time of order. All one ton containers shall be placed at the exact spot(s) designated by City personnel. One ton containers shall be lifted with a suitable lifting beam and hoist, operated by employees of the contractor, and same lifting beam and hoist shall be owned by the contractor.

_____
DATE

**TO BE FILLED OUT BY BIDDER**

_____

_____

_____

_____

_____
SIGNATURE

_____
PRINT/TYPE NAME

_____
TITLE

_____
COMPANY

_____
E-MAIL

**CITY OF WESLACO**
**BID FORM FOR A SUPPLY CONTRACT FOR**
**THE PURCHASE OF CHLORINE**

**BID No.: 2012-13-11**

**BID OPENING DATE: September 13, 2013 at 3:00 p.m.**

I/we submit the following bid in duplicate form for chlorine in 1-ton containers, according to the City of Weslaco specifications, less tax:

It is understood that the number of chlorine 1-ton containers mentioned are based on historical usage and is provided as an aid to assist bidders in providing the City of Weslaco Public Utilities with the best 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 1 or 2 years (whichever time frame is awarded) 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.

**HISTORICAL ANNUAL USAGE**
(80) 1-Ton Containers

| **UNIT PRICE**<br>**ONE (1) YEAR PERIOD** | **UNIT PRICE**<br>**TWO (2) YEAR PERIOD** |
|---|---|
| Unit Price Per 1-Ton Container<br>Delivered and put in place $_____ | Unit Price Per 1-Ton Container<br>Delivered and put in place $_____ |

Maximum delivery time (not to exceed two calendar days) to designated 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 _____, 2013.

**COMPANY:** _____

**SIGNATURE** _____

**TYPE/PRINT NAME:** _____

**TITLE:** _____

**ADDRESS:** _____

_____

**TELEPHONE NO.:** _____

**FAX NUMBER:** _____

**E-MAIL** _____

# CITY OF WESLACO
# CHLORINE CONTRACT
# GENERAL CONDITIONS AND AGREEMENT

Contractor proposes and offers to furnish the City of Weslaco all of the City's chlorine needs at unit prices stated on bid form.

**Contractor agrees to allow the City of Weslaco an overall inventory of ten (10) 1-ton containers on site at all times. <u>Breakdown:</u> Three (3) 1-ton containers at North Wastewater Plant – 901 North Airport Drive, Seven (7) 1-ton at Water Plant – 2500 North Texas Blvd, Weslaco, Texas.**

Contractor agrees to deliver additional 1-ton containers as needed by the City of Weslaco within a period of three (3) calendar days after notification by phone.

All 1-ton containers and their contents delivered by the 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 the containers shall be considered employees of the City. The method and manner of performance of such undertaking shall be under the exclusive control of the Contractor's delivery personnel. The City shall have the right of inspection of said undertaking at any time.

Contractor agrees to carry adequate insurances and further agrees to indemnify and hold the City harmless of any and from any all losses, damages of 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 of the Contractor.

The City of Weslaco reserves the right to terminate the contract if the Contractor fails to perform in the delivery of chlorine and/or the chlorine fails to meet the minimum requirements of the specifications. Termination will be in written form allowing for two (2) weeks' notice.

Contractor agrees not to charge the City of Weslaco any rental demurred charges.

Contractor shall furnish the City of Weslaco 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 chlorine from an accredited chemical testing laboratory company. Laboratory test report shall be at the expense of the Contractor.

Delivery will be made on an "as needed" basis. Payment will be made for delivered quantities only, in accordance with the State of Texas Pay Law.

Accepted and agreed on this the _____ day of _____, 2013.

_____
CONTRACTOR'S SIGNATURE

_____
PRINT/TYPE NAME

_____
CONTRACTOR'S TITLE

_____
COMPANY

_____
E-MAIL