

TERMS AND CONDITIONS
LM #01-23
LIQUID CHLORINE (Section 1)
CALCIUM HYPOCHLORITE (Section 2)
SULFUR DIOXIDE (SO₂) (Section 3)

1. Specifications and bidding documents may be secured from the City of La Marque website at: www.bids.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:
 - A. It is received after the advertised closing date and time for receipt of bids.
 - B. It is submitted on a bid proposal form other than that provided by the City; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.

8. **PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise and the use tax act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.
9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the city, payment on invoice will then be net 30 days.
12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
14. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning **October 1, 2022**. The city must obtain prices early in order to prepare for the upcoming fiscal year budget.
15. The vendor hereby assigns to the purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, ET. Seq. (1973).
16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
17. Bids received after the closing time will be returned unopened.
18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or another designated site.
19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or

any person associated therewith, as an inducement for the award of a subcontract or order.

20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES: Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept price increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

DECREASES: If a vendor does take advantage of this "price revision clause", the City will expect any decreases in cost from the bidder's source of supply during the term of the contract to lower the City's price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

**CALCIUM HYPOCHLORITE (Section 2)
SULFUR DIOXIDE (SO2) (Section 3)**

SECTION I - LIQUID CHLORINE

1. Chlorine to be delivered as specified to the city at various water and sewer plant sites on an as needed basis.
2. Chlorine shall be delivered in 150 lb. Or 1-ton cylinders, as required.
3. Chlorine will be ordered in minimum shipments of two (2) 150 lb. Cylinders or one (1) one-ton cylinder as requested.
4. All empty 150 lb. Chlorine cylinders will be exchanged with full 150 lb. Chlorine cylinders.
5. The city does not desire to pay any deposit for cylinders. If a deposit is required, the amount of such deposit must be specified on the proposal.
6. All liquid chlorine received must conform to the minimum required of AWWA Standard Number B-301-59 and must be 99% commercially pure.
7. The successful bidder will be required to have an Emergency Response Team or responsible agent. The team or responsible agent will be required to meet all codes of federal regulation 29 Part 1910.120 (7-1-90 Edition). The bidder will be required to submit emergency Response Procedure Specifications with the bid.
8. The team will be required to respond in a timely manner to any hazardous spill or leak.
9. The city does not desire to pay any demurrage charges. If a demurrage is required, the amount of such charge must be specified on the proposal.
10. The successful bidder will be required to furnish a metal sign with an emergency response number for chlorine or SO2 leaks. Specifications for the sign as follows:

IN THE EVENT OF A CHLORINE (2" tall)
OR SULPHUR DIOXIDE LEAK (2" tall)
PLEASE NOTIFY THE (2" tall)
EMERGENCY RESPONSE TEAM (4" tall)
AT: (4" tall)
_____ (4" tall)

The sign must be 36" x 36" and the weight is to be of **"engineering grade"**. The lettering must be red in color and sized as stated above in parentheses.

SECTION II - CALCIUM HYPOCHLORITE

1. Shall meet AWWA Standard B-300, latest revision for hypochlorite.
2. Minimum 65% free available chlorine.
3. Granular material only.
4. Shipped in 100 lb. drums, suitable for shipment to insure against damage or spoilage, as to meet the usage requirements of the water department of the City of La Marque. To be delivered to the destination specified by the City of La Marque.

SECTION III - SULFUR DIOXIDE (SO₂)

1. Sulfur dioxide to be delivered as specified to the City Wastewater Treatment Plant on an as needed basis.
2. Sulfur dioxide shall be delivered in 150 lb. Cylinders, Model 10-REF.146.
3. Sulfur dioxide will be delivered in minimum shipments of two (2) 150 lb. Cylinders as requested.
4. All empty sulfur dioxide cylinders will be exchanged with full 150 lb. sulfur dioxide cylinders.
5. The city does not desire to pay any deposit for cylinders. If deposit is required, amount must be specified on proposal.
6. All liquid sulfur dioxide received must conform to the minimum requirements of AWWA standard number B-301-59 and must be 99% commercially pure.
7. The city does not desire to pay any demurrage charges. If a demurrage charge is required, the amount of such charge must be specified on the proposal.

PROPOSAL
LM #01-23
SECTION I - LIQUID CHLORINE
SECTION II - CALCIUM HYPOCHLORITE
SECTION III - SULFUR DIOXIDE (SO2)

The quantities listed below are estimates based on prior year's usage and are for acquainting the bidder with probable quantity to be expected. These estimates are not intended to set forth minimum or maximum quantities for this contract. The vendor shall furnish quantities to the city on an "AS NEEDED BASIS".

ESTIMATED QUANTITY (UNITS)	DESCRIPTION	UNIT PRICE PER DRUM	TOTAL BASED ON ESTIMATED QUANTITY
28	150 lb. Cylinders of Chlorine as Specified	\$	\$
24	1 - Ton Cylinder of Chlorine as Specified	\$	\$
20	100 lb. Drums of Calcium Hypochlorite, as per the specifications	\$	\$
165	150 lb. Cylinders of Sulfur Dioxide (SO2), as per the specifications	\$	\$

City does not wish to pay delivery fees, if needed add to bid amount

Manufacturer of Chlorine: _____

Manufacturer of Calcium Hypochlorite: _____

Manufacturer of Sulfur Dioxide (SO2): _____

Rent or Deposit, if required, per cylinder:

150 lb. Cylinder of Chlorine: \$ _____

1 - Ton Cylinder of Chlorine: \$ _____

150 lb. Cylinder of Sulfur Dioxide: \$ _____

Demurrage Charge:

150 lb. Cylinder of Chlorine: \$ _____ after _____ days per month

1 - Ton Cylinder of Chlorine: \$ _____ after _____ days per month

150 lb. Cylinder of Sulfur Dioxide: \$ _____ after _____ days per month

Response time for HAZMAT Team: _____

F.O.B. City of La Marque, Freight Prepaid and Absorbed.

Expected day's delivery after each order is placed: _____ days

SIGNATURE PAGE
LM #01-23
SECTION I - LIQUID CHLORINE
SECTION II - CALCIUM HYPOCHLORITE
SECTION III - SULFUR DIOXIDE (SO2)

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder or anyone acting for such firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total Amount of Bid \$ _____

Company Name

Signature

Printed Name & Title

Address

City, State and Zip

Phone E-Mail

Date

Acknowledgement of any and all addendums received:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____