THE CITY OF EDINBURG

# NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, October 29, 2012**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

## BID NO. 2013-03
## TREATMENT PLANT CHEMICALS

**Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:**

**LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com**

If you have any questions or require additional information regarding this bid, please contact Mr. Antonio Leal, Water Plant Superintendent, at (956) 388-8220.

**If Hand-delivering Bids:** 415 West University Drive,
c/o City Secretary Department (1st Floor)

**If using Land Courier (i.e., FedEx, UPS):** City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

**If Mailing Bids:** City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of 60 days without taking action.

**Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.**

# CITY OF EDINBURG
# INSTRUCTIONS TO BIDDERS

## DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

## PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the purchase of **Treatment Plant Chemicals** for the City of Edinburg for various terms at firm unit prices.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are at minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

## SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Each bid must be completely filled out and **SUBMITTED IN ORIGINAL FORM**, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

| | |
|---|---|
| **If Hand-delivering Bids:** | 415 West University Drive, c/o City Secretary Department (1st Floor) |
| **If using Land Courier (i.e., FedEx, UPS):** | 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas 78541 |
| **If Mailing Bids:** | P.O. Box 1079, Edinburg, TX 78540-1079 |

## PREPARATION OF BID

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. The legal status of the Respondent/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 Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

## ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and

only after approval by the City of Edinburg.

## INSTRUCTIONS TO BIDDERS (Continued):

**SALES TAX**
State sales tax must not be included in the bid.

**SUBSTITUTIONS**
No substitutions or cancellations will be permitted without written approval of City of Edinburg.

**NO BID RESPONSE**
If unable to submit a bid, bidder should return inquiry giving reasons.

**EXCEPTIONS**
Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

**DELIVERY**
Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

**DELAY IN SERVICE DELIVERY**
When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

**SERVICE DELIVERED PRICING**
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.

**VALID BID TIME FRAME**
The City may hold bids 60 days after bid 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 Edinburg reserves the right to refuse and reject any or all Bids, and 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 Edinburg.

**MULTIPLE VENDOR CONTRACTS**
Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

## INSTRUCTIONS TO BIDDERS (Continued):

### INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, 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 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 Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, 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 Agent (Edinburg City Hall, 956-388-8972) 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, 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 bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or legally 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 their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg 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.cityofedinburg.com.

### PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

### SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the purchase of TREATMENT PLANT CHEMICALS as specified.

### ASSIGNMENT

Neither the Bidder's 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 Edinburg.

### INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for 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 Edinburg in accordance with paragraph entitled "Addenda".

## INSTRUCTIONS TO BIDDERS (Continued):

### STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and 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 Purchase 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.

### RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

### COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC 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 opening date and hour.

### TIME ALLOWED FOR ACTION TAKEN

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

### PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

### 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 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.

### VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

### MATHEMATICAL ERRORS

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

## INSTRUCTIONS TO BIDDERS (Continued):

### AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

### 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

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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 QUESTIONS 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 REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### AWARD

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

### SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

## INSTRUCTIONS TO BIDDERS (Continued):

### TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

### STANDARD INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

| Minimum Insurance Requirements | |
|---|---|
| **Type of Coverage** | **Limits of Liability** |
| Worker's Compensation | Statutory Coverage |
| Comprehensive General Liability<br>(City named as additional insured)<br>Bodily Injury | $250,000 each person/$500,000 each occurrence |
| Property Damage | $100,000 each occurrence/$100,000 aggregate<br>or $500,000 combined single limits |

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

## INSTRUCTIONS TO BIDDERS (Continued):

| Minimum Insurance Requirements | |
|---|---|
| **Type of Coverage** | **Limits of Liability** |
| Worker's Compensation | Statutory Coverage |
| Employer's Liability | Bodily Injury by Accident:<br>$100,000 each accident<br><br>Bodily Injury by Disease:<br>$100,000 each employee/$500,000 policy limit |
| Comprehensive General Liability<br>Bodily Injury<br><br>Property Damage | <br>$250,000 each person/$500,000 each occurrence<br><br>$100,000 each occurrence/$100,000 aggregate<br>or $500,000 combined single limits |
| Comprehensive Auto Liability<br>Bodily Injury<br><br>Property Damage | <br>$100,000 each person/$500,000 each occurrence<br><br>$100,000 each occurrence/$100,000 aggregate<br>or $500,000 combined single limits |
| City's Protective Liability<br>Bodily Injury<br><br>Property Damage | <br>$250,000 each person/$500,000 each occurrence<br><br>$100,000 each occurrence/$100,000 aggregate<br>or $500,000 combined single limits |

Policies must name the City of Edinburg as an Additional Insured.
Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

# CITY OF EDINBURG
# REQUEST FOR BIDS FOR
# TREATMENT PLANT CHEMICALS

**BID NO. 2013-03**

**BID OPENING DATE: October 29, 2012 at 3:00 p.m.**

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **Treatment Plant Chemicals.**

## GENERAL REQUIREMENTS AND AGREEMENT FOR TREATMENT PLANT CHEMICALS:

You are invited to submit a sealed bid for the purchase of Water Plant Chemicals as requested by the City of Edinburg Utilities/Water Plant Department.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

## SPECIFICATIONS FOR TREATMENT PLANT CHEMICALS

## GENERAL CONDITIONS:

1. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. However, the City may choose to order more or less of the product bid than the estimated amounts. The unit bid prices acquired for these contracts are to remain the same whether the City buys more or less than the estimated quantities of the product bid. The City however guarantees that the amount of the product will not be increased or decreased more than 25% without the consent of the vendor.

2. Price quote per pound, gallon, container, and/or cylinder shall be specified by bidder. **The prices quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified, from time of acceptance and issuance of a Purchase Order.**

3. **Bid price shall be F.O.B. Edinburg, Texas, and include deposit, rent, and demurrage charges for containers, cylinders, and/or tanks, if any. The City will not be responsible for any additional costs not included in the bid price.**

4. **Super fund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.**

5. **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. Delivery time and emergency response time shall also be specified by the bidder, and it will be a determining factor in awarding the bid.**

6. Bidder shall list on a separate sheet, any variations from, or exceptions to, the conditions and specifications of these bids. This sheet shall be labeled **Exemptions to Bid Conditions and Specifications** and shall be attached to the bid form.

## REQUEST FOR BIDS FOR TREATMENT PLANT CHEMICALS (Continued):

7. The City reserves the right to consider each chemical as a separate bid and award all or individually, whichever may be more advantageous to the City.

8. The undersigned hereby certifies that he/she understands all the above and attached specifications, has read them carefully, and shall deliver and furnish all articles or services specified in these specifications.

DATE: ____/____/____
AUTHORIZED SIGNATURE: _____
TITLE: _____

**NSF CHLORINE - SPECIFICATIONS:**

1. Estimated twelve (12) months requirement of NSF Chlorine for the Water and Wastewater Treatment Plants.

   **180 Tons - (300,000 lbs.) NSF Chlorine (8,000 lbs. Minimum Shipment)**
   **18 (150 lb. Cylinder) NSF Chlorine (300 lb. Minimum Shipment)**

2. Product must be compressed liquid gas contained in approved one-ton or 150 pound containers.

3. Product must be approximately 100% chlorine strength.

4. **Contractor agrees to allow the City of Edinburg Treatment Plants and its facilities an overall inventory of Nineteen (19) 1-Ton Containers and Six (6) 150 lb. cylinders on site at all times. Breakdown: Eight (8) 1-Ton Containers at the West Edinburg Water Plant – 1752 South Mon Mack Road, Five (5) 1-Ton Containers at the Downtown Water Plant – 500 East Mahl, Two (2) 1-Ton Containers at the Raw Water Pump Station #1 – 905 Pin Oak Road, Four (4) 1-Ton Containers at the Wastewater Treatment Plant – 1202 North "M" Road, Four (4) 150 lb. cylinders at the Faysville Water Tower – 12610 North Highway 281, and Two (2) 150 lb. cylinders at the East Canal – Freddy Gonzalez & 17th Street, Edinburg, Texas 78539.**

5. Contractor agrees to deliver additional 1-ton containers and 150 lb. cylinders as needed within a period of three (3) calendar days after notification by telephone.

6. All 1-ton containers, 150 lb. cylinders and their contents delivered by Contractor shall meet all applicable Federal and/or State Laws and safety requirements.

7. Product must be acceptable to the Texas Commission on Environmental Quality (TCEQ) and must conform to American National Standards Institute/ National Sanitation Foundation (ANSI/NSF) Standard 60 for potable water treatment. Certification for ANSI/NSF Standard 60 and Material Safety Data Sheet must accompany bid quote.

8. Neither the Contractor nor his employees engaged in the delivery and off-loading of the containers/cylinders shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertakings at any time.

## REQUEST FOR BIDS FOR TREATMENT PLANT CHEMICALS (Continued):

9. Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City harmless of any form and from 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 Contractor and from any claims of any other persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the Contractor.

### ULTRA PURE NITROGEN - SPECIFICATIONS:

1. Estimated twelve (12) months requirement of Ultra Pure Nitrogen for the Water Treatment Plant.

   **62 (150 lb. Cylinder) Nitrogen Gas (300 lbs. Minimum Shipment)**

2. Product must be compressed gas contained in approved containers.

3. Product must be 100% Ultra Pure Nitrogen strength.

4. Product must be acceptable to the **Texas Commission on Environmental Quality (TCEQ).**

5. A seven (7) day supply of Ultra Pure Nitrogen must be on hand at all times: therefore, it will be necessary to maintain an extra container.

6. Approximately one (1) container will be in use at all times and approximately two (2) full containers must be in stock.

7. **Material Safety Data Sheet** must accompany bid quote.

### COPPER SULFATE (LARGE CRYSTAL) - SPECIFICATIONS:

1. Estimated twelve (12) month requirement of Copper Sulfate (**Large Crystal**) for the Water Treatment Plant.

   **10,000 lbs. - Copper Sulfate (LARGE CRYSTAL) (BULK ORDER)**

2. Product must be of a **LARGE CRYSTAL SIZE** and odorless.

3. Product must be able to control algae growth in the raw water reservoir with a minimum water temperature of 60° Fahrenheit.

4. Product must have active ingredient of at least 99% copper sulfate.

5. Product must be acceptable to the **Texas Commission on Environmental Quality (TCEQ)** and must conform to **American National Standards Institute/ National Sanitation Foundation (ANSI/NSF) Standard 60** for potable water treatment.

6. **Certification for ANSI/NSF Standard 60** and **Material Safety Data Sheet** must accompany bid quote.

7. Product must be soluble in water.

## REQUEST FOR BIDS FOR TREATMENT PLANT CHEMICALS (Continued):

8. Product must be in sealed container equal to fifty (50) pounds.

# CITY OF EDINBURG
# BID FORM FOR
# TREATMENT PLANT CHEMICALS

**BID NO. 2013-03**

**BID OPENING DATE: October 29, 2012 at 3:00 p.m.**

I/We submit the following bid in **ORIGINAL FORM** for **Treatment Plant Chemicals** according to City of Edinburg requirements, less tax:

**NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.**

**CHECK ONE**

☐ **BUYBOARD** ☐ **H-GAC** ☐ **TXMAS** ☐ **DEALER/LOCAL**
☐ **TX DIR** ☐ **TFC** ☐ **OTHER** _____
**Specify**

CONTRACT NUMBER: _____ (if applicable) COMMODITY NUMBER: _____ (if applicable)

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|
| 1 | 180 CON. | NSF CHLORINE GAS (1-TON CONTAINER) | $_____/CON. | $_____ |
| 2 | 18 CYLS. | NSF CHLORINE GAS (150 LB. CYLINDER) | $_____/CYL. | $_____ |
| 3 | 62 CYLS. | NITROGEN, COMPRESSED (150 LB. CYLINDER) | $_____/CYL. | $_____ |
| 4 | 10,000 LBS. | COPPER SULFATE (**LARGE CRYSTAL**) | $_____/LBS. | $_____ |

## BID FORM FOR TREATMENT CHEMICALS (Continued):

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|
| | | GRAND TOTAL | | $_____ |

Specify:

Delivery Time:_____

Emergency Response Time:_____

***All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.***

Respectfully submitted this ____ day of _____, 2012

**SIGNATURE:** _____

**TYPE/PRINT NAME:** _____

**TITLE:** _____

**COMPANY:** _____

**ADDRESS:** _____

_____

**TELEPHONE NO.:** _____

**FAX NO.:** _____

**EMAIL:** _____