

CITY OF ALAMO

REQUEST FOR SEALED BIDS

RFB# 2024-03-04

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

CHLORINE GAS

Sealed bids addressed to Adela Perez, Purchasing Agent, will be accepted at the Alamo City Hall Purchasing Department, 420 N. Tower Rd, Alamo, Texas 78516, until **3:00 p.m.** on **March 28, 2024**, at which time they will be opened and read aloud. Please mark envelope, **“Sealed Bid – Chlorine Gas.”**

Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Alamo web page address: **www.alamotexas.org**, and may also be secured at the Alamo City Hall Purchasing Department, 420 N. Tower Rd., Alamo, Texas, or by calling 956/787-0006 ext., 141. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Department, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, telephone, fax, and email as well as contact person).

All bids shall be accompanied by a cashier’s check or certified check upon a national or state bank in the amount of five (5%) percent of the total maximum bid price, payable without recourse to the City of Alamo or a bid bond in the same amount from a reliable surety company as a guarantee that the Contractor will enter into a contract.

The City of Alamo reserves the right to accept or reject any and all bids 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. Bids submitted past the aforementioned date and time will not be accepted.

City of Alamo
Adela Perez
Purchasing Agent

VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **Chlorine Gas** with the City of Alamo as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the fax or email below so that you may receive any addendums to the specifications should the need arise.

**Adela Perez
Purchasing Agent
City of Alamo
Purchasing Department
420 N. Tower Road
Alamo, Texas 78516
Phone :(956) 787-0006, ext. 141
Fax: (956) 283-8855
Email: aperez@alamotexas.org**

Name: _____ (print)	Signature: _____
Title: _____	Company/Agency: _____
Mailing Address: _____	City/State/Zip: _____
Phone: _____	Fax: _____
Email address: _____	

City of Alamo
Instructions to Bidders – General Terms & Conditions
Chlorine Gas

1. The following are minimum specifications intended to govern the purchase of Water Plant Chemicals requested. Please read these specifications carefully and be sure that the chemicals offered comply with all requirements. Prospective respondents are to fill the attached bid form and submit with their bid.
2. Bids addressed to the City of Alamo will be received on **March 28, 2024**, until **3:00 p.m.** at the Alamo City Hall Purchasing Department, 420 N. Tower Rd., Alamo, Texas 78516.
3. Bids must be submitted in a sealed envelope upon the blank forms of the bid attached hereto, and marked in the upper left-hand corner with the name of the respondent and the words, “**Chlorine Gas**”. Each bid must be completely filled out. Bids must be filed with the City of Alamo before opening day and hour. No facsimiles or late bids will be accepted. Any RFB received after that time will be returned to respondent unopened (if properly identified). Overnight mail must also be properly labeled on the outside of envelope or package in reference to RFB.
4. Bids MUST give full name and address of respondent, and be manually signed. Failure to do so will disqualify your bid. Person signing the bid must show title and AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.
5. Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bids may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Alamo.
6. The successful respondent will agree to supply materials that meet the specifications outlined in the attached Chlorine as Specifications Sheet. The successful respondent and the City of Alamo will enter into a one (1) year agreement, stipulating terms not inconsistent with any provisions stipulated in your bid. In the event that any of the conditions or provisions are not met or service is unsatisfactory, the City of Alamo following thirty (30) days written notice may terminate the agreement. **Bids will be analyzed on an ITEM PER ITEM BASIS, NOT on a TOTAL dollar value. The City reserves the right to consider each chemical as a separate bid and award all or individually, whichever may be most advantageous to the City.**
7. **STATE SALES TAX MUST NOT BE INCLUDED IN BID.** Tax exempt form shall be provided upon request.
8. No substitutions or cancellations permitted without written approval of the City of Alamo.
9. Any additions, deletions, or variations from the following specifications must be noted. Anything not specifically mentioned which are necessary for the chemicals to be complete or which is normally furnished as standard shall be furnished by the successful respondent.

10. The Respondent shall attach to his/her Bid sheet a list of any exceptions to the specifications if unable to do so on bid form. Respondents are advised that any part of the specifications that are not met within the time of delivery regardless of how major or how minor it might be shall be grounds for non-acceptance of delivery.
11. Number of days required to deliver **Chlorine Gas** after receiving order must be stated in bid. Failure to so state will obligate respondent to complete delivery within **2-3 days**.
12. Quantity subject to change. Quantities shown are approximate and based on previous years records. It is specifically understood that these quantities may be increased or decreased without adjustment to the unit price.
13. Prices quoted shall prevail for a period of one (1) year starting on the date of the bid award.
14. The City of Alamo will execute payment by mail in strict accordance with the State of Texas Pay Law after the chemicals have been received and found to meet City of Alamo specifications. Any other method of payment must be beneficial to the City.
15. All prices must be F.O.B. Alamo, Texas, and include all cost of packaging and delivery. Orders will be placed on an as needed basis. Payment will be made for chemicals provided only. Bid 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.
16. The respondent agrees to indemnify and save harmless the City, the Purchasing Agent, and any assistants from all suits and actions of every nature and discretion brought against him/her 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 Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
17. When delay can be foreseen, respondent shall immediately give prior notice to the City of Alamo. Respondent must keep the City of Alamo advised at all times of status of order. Acceptable reasons for delay delivery are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, and war. Actions beyond the control of successful respondent.
18. Respondent shall carefully examine the Bid forms, requirements/specifications, and instructions to bidder. Should the respondent find discrepancies in, or omissions from bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Alamo City Hall, Purchasing Department at 956/787-0006) and obtain clarification by addendum prior to submitting any bid.

19. The City of Alamo reserves the right to reject any or all bids and to waive any or all formalities or technicalities 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. Respondents are required to hold their bids firm for the same period of time. Bids submitted past the aforementioned date and time will not be accepted.
20. Funds for this procurement have been provided through the City budget for this fiscal year only. The City, on an annual basis, has the right to reconsider a contract during the budget process for the ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt for the City, which is payable out of funds beyond the current fiscal year.
21. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.

GENERAL

1. The City of Alamo is seeking bids on a Chlorine Gas used as a water treatment chemical at the **Water Plant Chemicals** to oxidize manganese, disinfect and control trihalomethanes and algae growth in its potable water supply.
2. The city operates one water treatment plant that is designed to operate at a maximum treatment capacity of 5 MGD.
3. The bidder shall furnish all equipment, material and labor necessary to provide Chlorine Gas in 150 lb. cylinders on an as needed basis or at least once per month.
4. Certificate of Liability insurance with a minimum amount of one million dollars (\$ 1,000,000) is required.

DELIVERY

Successful bidder shall be required to make delivery of **Water Plant Chemicals** in the following manner:

1. Unit price bid shall include all necessary equipment required for the safe loading and unloading of all 150 lb. chlorine cylinders at the City Water Treatment Plant.
2. Price shall include all transportation charges to the water treatment plant. No delay or waiting time will be paid by the city.
3. Delivery shall be made as required upon issuance of a purchase order from proper personnel.
4. Deliveries must be made during normal daylight hours. Deliveries may be accepted during the nighttime with prior approval by the Water Plant Chief Operator.

CONTRACT

The supplier will provide all the products and services herein for a period of one (1) year provided that the performance of the successful bidder is satisfactory and the unit price(s) remain unchanged. All materials, supplies, and personnel service required by the above specifications are to be provided by the supplier. Bids shall be accompanied by names, titles, and quality of professional staff that will be dealing with the City of Alamo's account.

1. CHLORINE GAS

150 lb. cylinders

Specific Gravity 1.4

Historical annual usage: 7,200 lbs.

Containers in storage: 7

The Chlorine Chemical product must be registered with the Environmental Protection Agency or shall conform to NSF Standard 60 for Drinking Water Chemicals.

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 Alamo 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 go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

**CITY OF ALAMO
CHLORINE GAS
BID FORM/CONTRACT**

The _____ (respondent), having read the specifications, proposes to furnish the items, for the full and firm price and within the delivery time designated below, in full compliance with the specifications.

F.O.B. Alamo Water Plant, 803 S. Tower Rd., Alamo, Texas 78516.

Respectfully submitted this _____ day of _____, 2024.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other respondent, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the submittal of this bid.

Total Price: Base Bid –Unit price per lb. delivered in loads:

1. CHLORINE GAS \$ _____ /lb. /Year 1

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____

Authorized Signature: _____ Title: _____

Please print above signature