NOTICE TO BIDDERS

Sealed proposals, in duplicate, marked **"Sodium Hexametaphosphate"**, will be received at the office of the City Secretary City Hall, 710 E. San Augustine Street, Deer Park, Harris County, Texas, until **2:00 p.m.** on **June 11, 2012** at which time the bids are to be opened and publicly read in the Council Chambers (per Council Chambers clock).

The City of Deer Park does not accept faxed bids.

Proposals are to be submitted on bidders own forms including Name of Bidder, Contact and Telephone number. The City reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bid, or part of bid, which it deems advantageous to itself.

BY ORDER OF THE CITY COUNCIL OF DEER PARK, TEXAS

Dated, this 17th day of May, 2012.

Sandra Watkins, TRMC, CMC
City Secretary

City of Deer Park
General Conditions of Bidding

NOTICE: FAILURE TO COMPLY WITH THESE CONDITIONS MAY RESULT IN BID BEING DISQUALIFIED.

1. BIDDING

A. All bids must be on blank form furnished by the City of Deer Park, and must be written in ink or by typewriter. Pencil quotations will not be considered. Bids must be filed in duplicate and both copies must be manually signed.
B. Bids should show net prices, extensions and net total. In case of conflict between unit price and extension, the unit price will govern.
C. No change in price will be considered after bids have been opened.
D. Cash discounts **will not** be considered in the award of bids, and all quotations must be on a net basis.
E. This proposal must not be altered. Any erasure or alternation of figures may invalidate the bid on the item on which the erasure or alternation is made.
F. Quotations **will not** be considered in cases where bidder quotes more then one price on an item, except where alternate bids are expressly called for.
G. All bids are for delivery no later than the time stated in the specifications. F.O.B the point of delivery stated in the specifications and/or the bid form.
H. Bidders are invited to be present at the opening of the bids. After opening the bids, bids may be inspected in the Finance/Purchasing office.
I. Duplicate copies of bids are customarily referred to the Purchasing Coordinator for recommendations to the City Manager. Wherever possible, such recommendations will be made in time to permit City Council to make award at the meeting next succeeding that in which bids were opened and read.

2. TAXES

A. The City of Deer Park is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City, must submit the proper forms, and the Purchasing Coordinator, if satisfied as to the facts, will approve or issue the necessary certificates.

3. AWARD

A. The City of Deer Park reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose

for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

B. Unless otherwise specified, the City of Deer Park reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.

C. Pursuant to Sec. 252.043 of the Texas Local Government Code, the City of Deer Park reserves the right to award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider:

(1) the purchase price;

(2) the reputation of the bidder and of the bidder's goods or services;

(3) the quality of the bidder's goods or services;

(4) the extent to which the goods or services meet the municipality's needs;

(5) the bidder's past relationship with the municipality;

(6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;

(7) the total long-term cost to the municipality to acquire the bidder's goods or services; and

(8) any relevant criteria specifically listed in the request for bids or proposals.

4. DELIVERIES

A. Unless otherwise stated in the Bid form or specifications, deliveries must consist only of new and unused merchandise.

B. Full tare must be allowed and no charges made for packages.

C. In the event that the deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City of Deer Park reserves the right to purchase said supplies in the open market and charge the difference, if any, to the account of the Contractor.

5. REJECTIONS

A. Articles not in accordance with samples and specifications must be removed by the bidder and at there expense. All disputes concerning quality of supplies or equipment delivered under this proposal will be determined by the Purchasing Coordinator or their designated representative.

B. All articles enumerated in the proposal shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Departments samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Purchasing Coordinator who shall have the right to reject the whole or any part of the same.

6. BILLING

A. All bills are subject to the approval of the Purchasing Coordinator.

7. PATENTS

B. The contractor agrees to indemnify and save harmless the City of Deer Park, the Purchasing Coordinator, and their assistants from all suits and actions of every nature and description brought against them or any other named city representative, 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 Coordinator, as necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

8. INSURANCE

The following limits of insurance coverage's will be required:
Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the City with full policy limits applying, but not less than a stated. A certificate evidencing the required insurance and specifically citing the indemnization provision set forth in this Agreement shall be delivered to the City prior to commencement of the work.

a). Workmen's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contractor engaged in the performance of the work under this agreement.
b). Employer's Liability Insurance protecting Contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $100,000.00.
c). Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $100,000 each person, $300,000 each occurrence/aggregate; Property Damage $100,000 each occurrence.

d). Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverage's afforded by the policies described above, with minimum limits of $1,000,000 excess of the specified limits.
e). Builders "All-Risk Insurance" protecting the respective interest of Owner and Contractor and its "Field Subcontractors" covering loss of damage during the course of construction of the project described in this Agreement and all property at the job site or in transit thereto which shall become a part of the project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.

9. CONDITIONS PART OF BID

A. The general conditions of bidding defined herein shall be a part of the attached bid.

10. PERMITS

A. On all construction projects, successful bidder shall obtain the proper permits from the City of Deer Park such as electrical, plumbing and building permits. Permits shall be obtained at **no charge to the contractor**. The contractor shall notify the City of Deer Park for all inspections, which will be made by City inspectors.

11. BID VALIDATION

A. Bid prices submitted shall be valid for a period of not less than 45 days.

Tracy McBride
Purchasing Coordinator
City of Deer Park
Harris County, Texas

Bid Specifications
City of Deer Park

Sodium Hexametaphosphate Granules Contract

One (1) year supply of Sodium Hexametaphosphate for the Water Treatment Facility
July 1, 2012 thru June 30, 2013

General:

This contract shall be for a one (1) year period. During this period of time purchase orders will be issued for the order. The City of Deer Park does not guarantee to purchase any specific quantity of any item listed during the period of this agreement; rather, the quantities may vary depending upon the actual needs of the user.

The City of Deer Park intends to purchase from the contractor any and all of the items listed herein used in the normal day to day operations. The contractor agrees; however, by his participation in the bid process that:

1.) The administrative and/or operations personnel of the respective City of Deer Park user shall be the sole deciding agents as to if and when the applications of any particular listed item is appropriate for use in the normal operations.
2.) The City of Deer Park may declare an exceptional process situation and/or an experimental testing situation and purchase from another vendor on an emergency purchase basis any similar or identical product, either in addition to or instead of the contract item(s), without prior approval or notification of the contractor. Such purchases for exceptional or experimental situations are to be at no extra cost to the contractor unless the cause of the exceptional or experimental situation is due to the contractor's failure to perform adequately on the contract.

All bidders are required to submit with their bid a Product Safety Information Sheet which meets the Material Safety Data Sheet (MSDS) requirements of the Federal OSHA Hazard Communications Standard 29CFR1910.1200, or such other sheets which contains the same information as required by OSHA.

All bidders must supply the user department, upon request one Certified Analysis performed by a third party independent analytical laboratory and signed by said laboratory's management and analyst. Such analysis is to be used, if deemed necessary by user department, for comparative purpose.

MATERIALS

The material to be furnished shall be Tech Grade Sodium Hexametaphosphate, granular form for potable water treatment. The Sodium Hexametaphosphate granules shall be free flowing and of such size as to permit 1005 to pass through a U. S. No. 8 screen. It shall be packaged in 4 ply waterproof bags each containing 50 lbs. of Sodium Hexametaphosphate as specified on each individual purchase order. The term "4-Ply waterproof bag" shall be interpreted to mean a multiwall bag approximately 4" x 14" x 25" in size and consisting of the following piles:

Inner ply-Kraft paper, 50# basis weight
Second ply-Kraft paper, 50# basis weight
Third ply 2.5 mil or thicker Valeron R film
Fourth ply-Kraft paper, 50# basis weight
Fifth ply-Kraft paper, 50# basis weight

No other materials such as burlap, asphalt or other substances to be used in bad construction. Bidders wishing to substitute a bad they consider of equal quality must furnish a sample bag, along with laboratory testing results demonstrating equal or superior resistance to moisture, tear, puncture and obtain approval for its use at the time of bid submission. Regardless of bag type, Contractor agrees to replace free of charge to the City of Deer Park any and all bags of product which burst, tear, or puncture during the normal handling of loading and unloading, or movement from storage facility to site of application. Contractor further agrees to replace free of charge to the City of Deer Park any and all bags of product which solidify due to moisture absorption during normal indoor storage during the above mentioned guarantee period.

BASIS FOR REJECTION

All or part of a load of product may be rejected if representative samples of the load fail to meet the following standards:

% by weight passing #8 U.S. Sieve.....100%
P O % by weight.....67 %

INVOICING

All invoices must be submitted in duplicate, itemized as to quantity, part number, description and applicable discount (if any). In addition, invoices must show the name of the department in which the merchandise was delivered and the City of Deer Park Purchase Order Number.

All delivery tickets must have a description of the commodity delivered.

Mail all invoices to the: City of Deer Park Purchasing
P.O. Box 700
Deer Park, Texas 77536

PAYMENT

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later. City and contractor agree that the terms of this contract and all rights otherwise reserved by law, shall constitute the sole controlling contract terms with respect to attorney's fees and interest owed on delayed, disputed or delinquent payments in lieu of Article 601f, Vernon's Texas Civil Statutes.

SPECIAL NOTE

The City reserves all rights to review all payments made to contractors by auditing at a later date. Subject to such audit, any overpayments may be recovered from the contractor.

TERMINATION OF AGREEMENT

This contract may be terminated by the City of Deer Park, at its option, upon fifteen (15) days notice in writing, if the materials furnished do not conform to the standard set forth herein; or if the deliveries and servicing of this contract do not conform to the requirements detailed herein.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The bidder shall be an established supplier of the items bid.

FIRM PRICES ARE TO BE QUOTED FOR A SIX (6) MONTH PERIOD and shall include freight or any other charges necessary for delivery of the product to the City of Deer Park Water Treatment Plant.

DELIVERY

The contractor agrees to make deliveries only upon receipt of duly signed and approved purchase order issued by the City of Deer Park Purchasing Department. Delivery made without such purchase order shall be at the bidder's risk and shall leave the City the option of cancelling any contract implied or expressed herein.

Deliveries are to be made to the: City of Deer Park Water Treatment Plant
2117 East "X" Street
Deer Park, Texas 77536

Or other sites as directed by the city.

Deliveries are to be made within seven (7) days of receipt of the Purchase order and must be delivered with a lift gate.

GUARANTEE

A minimum of six (6) month's guarantee on both materials and workmanship shall be provided. The guarantee (warranty) period shall begin the date the City of Deer Park officially accepts the product. Any guarantee work is to be completed within ten (10) days maximum after receipt of equipment or initial notification of a service problem.

WEIGHING

The weight of the material shall be ascertained from the Certified Weight Ticket attached to the bill of lading from the originating line. The City reserves the right to re-weigh at the nearest available certified scales and adjust the cost accordingly.

Actual dry weight shall be determined by using the attached Schedule "A" formula for dry basis computation and chart No. 1. The dry weight calculated by this method shall be the basis or payment.

QUALITY

The materials to be supplied under these specifications shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming the water which has been treated with it and shall be technical grade quality and shall contain a minimum of 67% P205 on an ignited basis. The material must meet AWWA Specifications Standard B-502-78.

NON-DELIVERY PENALTY

The successful bidder, as contractor, shall warehouse a sufficient supply of the material to meet the reasonably scheduled requirements of the City. The contractor agrees that, if, for any reason, at any time, he shall be unable to deliver the materials in the quantity and/or quality ordered by the City under these specifications and after having been notified to make such delivery shall fail to do so, then the City of Deer Park shall have the right to purchase such material wherever available and charge any difference in the delivered price to the account of the successful bidder.

LOCAL STOCKS AND WAREHOUSE FACILITIES

In order to receive bid award consideration, the bidder shall maintain sufficient stocks to fulfill normal City of Deer Park requirements. The bidder must demonstrate that they are able to secure any item within a three (3) day period. Six (6) hour delivery service may be required in some instances; therefore, the bidder must be able to provide such service. An inspection will be made to see whether the bidder actually has in his stock or his local warehouse items on which he has bid. Adequate stock inventory for the City's requirements shall be considered a factor in determining an award. "Local" means within a fifty mile straight line radius (air miles) from the Harris County Court House, 201 Fannin, Houston, Texas.

NOTE

All Chemicals used in the treatment of water supplied by public water systems must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60. All bidders and suppliers are required to furnish this information to the City of Deer Park with their bid and prior to delivery.

LETTER OF INTENT AND
BID SUBMITTAL FORM

"One (1) year supply of Sodium Hexametaphosphate Granules"

Purchasing Coordinator
City of Deer Park
710 East San Augustine
Deer Park, Texas 77536

I, _____, (Company) have reviewed the bid specifications and proposed contract with the City of Deer Park.

I herein agree to abide by the terms of the Bid Specifications and herein submit the attached bid proposal.
SIGNED on this the _____ day of _____, 20___.

Quantity: 25,000 Unit: Pounds Unit Price: _____

Description: Sodium Hexametaphosphate Granules

Delivery Days: _____

Total: _____

It is understood and agreed that the above described, item, material and / or equipment, shall carry the standard warranty of the manufacturer and be delivered on site in accordance with the attached specifications.

The undersigned certifies that the bid price contained in the foregoing proposal has been carefully checked and is submitted in duplicate.

_____	_____
Business Mailing Address	Authorized Representative's Signature Name
_____	_____
City, State, and Zip Code	Authorized Representative's Printed Name
_____	_____
Telephone	Date