



TABLE OF CONTENTS

FOR A SUPPLY CONTRACT FOR THE

PURCHASE

OF

SODIUM HYPOCHLORITE

PAGE	1	LETTER TO BIDDERS
PAGE	2	NOTICE TO BIDDERS
PAGES	3-10	INSTRUCTIONS TO BIDDERS
PAGES	11-14	SPECIFICATIONS
PAGES	15-16	BID FORM



October 13, 2009

RE: Project No. 10-09-IPQ01
Supply Contract for the Purchase of Sodium Hypochlorite

Sir/Madam:

This letter serves to officially inform you that the City of McAllen is inviting your company to participate in submitting an informal price quotation for the above referenced project.

Enclosed please find an Informal Request for a Written Price Quotation. Please note that the deadline for all proposals is **October 27, 2009 at 3:00 p.m.** All proposals are to be turned in to the undersigned at the Purchasing & Contracting Department (Third Floor), 1300 Houston Ave., McAllen, TX 78501.

I would like to take this opportunity to thank you for your interest in our great City of McAllen.

Respectfully,

A handwritten signature in blue ink that reads "Sandra Zamora".

Sandra Zamora, Director
Purchasing and Contracting

SZ/rsj

NOTICE TO BIDDERS

Informal written price quotations addressed to Sandra Zamora, Director of Purchasing and Contracting, City of McAllen, will be received on **October 27, 2009** until **3:00 p.m.** at the Purchasing and Contracting Department (3rd Floor, McAllen City Hall). Informal Written Price Quotations must be in the City of McAllen's possession on or before the aforementioned date and time.

SUPPLY CONTRACT FOR THE PURCHASE OF SODIUM HYPOCHLORITE

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR BIDS" notice in the mail are advised that the bidding documents can be downloaded from the City of McAllen web page address: www.mcallen.net/bids.

Be advised that if your company **downloaded the bidding documents from the web page and is contemplating on bidding this project you must register** with the Purchasing and Contracting Department, so that any changes/additions via Addendum form can be forwarded to your company. (Register with the Purchasing & Contracting Department by phone, fax, or e-mail. Please include your company name, address, phone and fax number, as well as, contact person).

Questions concerning this project may be directed to Marco Pedraza, Director of Wastewater Systems, by calling (956) 681-1750. Questions of a contractual nature may be addressed to:

SANDRA ZAMORA, DIRECTOR OF PURCHASING AND CONTRACTING, LOCATED AT 1300 HOUSTON AVENUE, McALLEN, TX 78501 by calling (956) 681-1130 or by e-mailing your request to the following e-mail address: szamora@mcallen.net.

The City of McAllen reserves the right to refuse and reject any or all informal price quotations and to waive any or all formalities or technicalities and to accept the informal price quotation to be the best and most advantageous to the City, and hold the informal price quotations for a period of **45** days without taking action.

Hand-deliver Bids: 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor)
If using Land Courier (i.e., FedEx, UPS): 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor),
McAllen, Texas 78501
Mail Bids: P.O. Box 220, McAllen, TX 78505-0220

Envelopes must be clearly marked: **PROJECT NO. 10-09-IPQ01**
SODIUM HYPOCHLORITE 2009

INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications thoroughly and be sure that the **SODIUM HYPOCHLORITE** 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 **SODIUM HYPOCHLORITE** be provided as specified.

PURPOSE

(1) The purpose of these specifications and bidding documents is to award a supply contract to purchase the following:

SODIUM HYPOCHLORITE

INTENT

(2) The **SODIUM HYPOCHLORITE** to be furnished under this proposal shall be as specified. All specifications shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF PROPOSAL

(3) Informal Price Quotations will be submitted in sealed envelopes upon the blank form of proposal attached hereto. Each bid must be completely filled out and **SUBMITTED IN DUPLICATE FORM.** Informal Price Quotations must be filed with the City of McAllen before opening day and hour.

Hand-deliver Bids: 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor)
If using Land Courier (i.e., FedEx, UPS): 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor),
McAllen, Texas 78501
Mail Bids: P.O. Box 220, McAllen, TX 78505-0220

PREPARATION OF PROPOSAL

(4) Informal Price Quotations 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 proposal. A corporation shall execute the proposal 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 proposal. Partnership and Individual Respondent/Bidder shall state in the proposal 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.

INSTRUCTIONS TO BIDDERS Continued:

ALTERATIONS/AMENDMENTS TO PROPOSAL

(5) Informal Price Quotations 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 McAllen.

SALES TAX

(6) STATE SALES TAX MUST NOT BE INCLUDED IN BID.

SUBSTITUTIONS

(7) No substitutions or cancellations of Informal Price Quotations permitted without written approval of the City of McAllen.

NO BID RESPONSE

(8) If unable to bid, bidder should return inquiry giving reasons.

VARIATIONS

(9) Any additions, deletions, or variations from the following specifications must be noted. Any details not specifically mentioned which are necessary for the **SODIUM HYPOCHLORITE** to be complete and ready for delivery and use or which are normally furnished as a standard shall be furnished by the successful bidder and shall confirm to the accepted standards of the industry.

EXCEPTIONS

(10) The Bidder shall attach to his/her bid sheet a list of any exceptions to the specifications on a point-by-point basis if unable to do so in bid form.

DELIVERY

(11) Number of days required to deliver CHEMICAL after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete delivery within three (3) days. **All trucks used to make deliveries must have appropriate metering devices.**

DELAY IN DELIVERY

(12) When delay can be foreseen, Bidder shall give prior notice to the City of McAllen. Bidder must keep the City of McAllen advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of McAllen to purchase such **SODIUM HYPOCHLORITE** elsewhere and charge increase in cost and handling to defaulting bidder.

(12A) Acceptable reasons for delayed deliveries are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; actions beyond the control of the successful bidder.

QUOTE DELIVERED PRICING

(13) Quote F.O.B. McAllen, TX. If not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified -- extend and show total. In the event of discrepancies in extension(s), unit price(s) will govern. Informal Price Quotations subject to unlimited price increase will not be considered.

INSTRUCTIONS TO BIDDERS Continued:

VALID PROPOSAL TIME FRAME

(14) The City may hold Informal Price Quotations 45 days after bid opening without taking action. Bidders are required to hold their Informal Price Quotations firm for same period of time.

RIGHT TO REJECT/AWARD

(15) The City of McAllen reserves the right to reject any or all Informal Price Quotations, waive 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 McAllen.

INDEMNIFICATION CLAUSE

(16) The Bidder agrees to indemnify and save harmless the City, the Director of Purchasing and Contracting and her assistants 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 of the Director of Purchasing and Contracting, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

(17) Bidder shall carefully examine the bid forms, specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications, or other documents, or should he be in doubt as to their meaning, he should at once notify the Director of Purchasing & Contracting (McAllen City Hall, 956-681-1130) 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 bidding 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 their Proposal 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 McAllen 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 Respondent/Bidder from its terms and requirements. Addendums are available online at www.mcallen.net/bids.

PAYMENT

(18) The City of McAllen will execute payment by mail in accordance with the State of Texas Pay Law after **SODIUM HYPOCHLORITE** has been received and invoiced. No other method of payment will be considered.

INSTRUCTIONS TO BIDDERS Continued:

SYNONYM

(19) Where in this bid package CHEMICAL is used, its meaning shall refer to the product specified.

GEOGRAPHICAL LOCATION

(20) The geographical location(s) of bidder's facilities referenced Service will be given due consideration in the evaluation and award of bid.

EVALUATION

(21) **N/A** All items will be evaluated and awarded individually or in any combination thereof.

DELIVERY

(22) Number of days stated on bid proposal form for complete deliveries must be within three (3) days this requirement shall be a factor in the evaluation and award of bid.

ASSIGNMENT

(23) Neither the bidders' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing and Contracting Department for the City of McAllen.

RIGHT TO WAIVE

(24) The City of McAllen reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of McAllen.

UNIT PRICES

(25) The successful vendors shall be expected to keep their unit prices firm for the whole contract period. All orders shall be without minimums or maximums and shall be FOB City of McAllen. Cost to deliver shall be included in unit prices bid.

SPECIAL CIRCUMSTANCES

(26) In the event that the City of McAllen has an immediate need for a particular item(s) that is/are on contract and the successful vendor on contract is not able to meet the special delivery time frame as needed by the City of McAllen, the City of McAllen reserves the right to purchase such item(s) elsewhere to fulfill its immediate need.

STATUTORY REQUIREMENTS

(27) 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.)

DUE DATE

(28) The City of McAllen reserves the right to extend the due date, on any informal request(s) for price quotation(s), when a single bid/proposal is received or when in the best interest of the City of McAllen.

INSTRUCTIONS TO BIDDERS Continued:

BIDDER'S EMPLOYEES

(29) 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.

FLUCTUATION IN PRICES

(30) If successful vendor has promotional sales on items that are on contract with the City of McAllen, it shall be the successful vendor's obligation/responsibility to pass on the additional savings to the City of McAllen.

TERMINATION OF CONTRACT

(31) **BIDDERS ARE ADVISED THAT FAILURE TO DELIVER ITEMS WITHIN TIME FRAME(S) ALLOWED (3 days after receipt of order by fax, mail or by telephone order), SHALL BE GROUNDS FOR TERMINATION OF CONTRACT.** Written notice shall be given to vendor and complete supply contract shall be severed.

FUND OUT CLAUSE

(32) In the event that no funds are appropriated for this specific purpose, the City of McAllen, McAllen Public Utility reserves the right to cancel/terminate this contract. The City of McAllen, McAllen Public Utility shall be relieved of any and all responsibilities and/or obligations, without penalty of any sort. The vendor shall be notified in written form of the City of McAllen, McAllen Public Utility intent to cancel/terminate said contract due to lack of funds.

PAST PERFORMANCE

(33) Vendors' past performance shall be taken into consideration in the evaluation and award of "Supply Contract".

CONTRACT TERM

(34) Contract period shall be for a period of one (1) year commencing on the date of award of the Supply Contract and ending one (1) year thereafter. The City of McAllen reserves the right to extend this contract for two (2) additional years, in one (1) year increments, if the performance of the successful Bidder is satisfactory and the unit price(s) remain unchanged.

CONFLICT OF INTEREST

(35) 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 McAllen 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.

INSTRUCTIONS TO BIDDERS Continued:

CONFLICT OF INTEREST (continued)

(35) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE (continued)

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.

JURISDICTION

(36) Supply Contracts 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

(37) 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.

CONFIDENTIAL INFORMATION

(38) 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

(39) 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

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

AUDIT

(41) The City of McAllen reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of McAllen, 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.

INSTRUCTIONS TO BIDDERS Continued:

EMERGENCY PREPAREDNESS PLANNING & SPILL RESPONSE PLAN

(42) As part of the Emergency Preparedness Planning and Spill Response Plan, each prospective Bidder shall submit a list with 24-hour access phone numbers of at least two degreed engineers (preferably Chemical Engineers) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency. Failure to submit this list including all the requirements of the list or to adhere to these requirements may result in Bidder being disqualified from being awarded a contract.

The Bidder shall be responsible for any spills resulting from the failure of its delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking chemicals. The tanks or trailers shall be clean and free of residue that may contaminate the Bidder's product or impede the unloading process. It is the Bidder's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Bidder and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Bidder shall furnish a Purchaser approved, leak-free connection device between the delivery trailer and the City's intake receptacle. The Bidder shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Bidder shall take immediate and appropriate actions to clean up any spilled chemical(s). If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Bidder.

SAFE HANDLING TRAINING

(43) The Bidder shall provide an appropriate safe handling training course for all chemicals contracted at the request of the City and all current Wastewater Collection. Same shall be trained and successful bidder shall be available to conduct "refresher" courses or training for new employees who have not received training, at six (6) month intervals during the contract period.

The Bidder shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of the residues and sludge's produced by the application of liquid chemical(s) in the wastewater treatment process. The Bidder shall provide this assistance at no charge to McAllen Public Utilities.

MATERIAL SAFETY DATA SHEETS (MSDS)

(44) MSDS sheets are to be provided with each delivery. Information printed on containers cannot be substituted for this requirement.

INSTRUCTIONS TO BIDDERS Continued:

INTERPRETATIONS

(45) Any questions concerning the conditions and/or specifications 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 McAllen in accordance with paragraph titled "Addenda".

METHOD OF ORDER

(46) Bidders will be required to hold their prices firm for the contract period. **Item(s) shall be purchased on an "as needed" basis and invoiced accordingly. All orders must be accompanied by a Purchase Order number at time of order.** Delivery shall be within the time specified after execution of order by fax, mail, telephone, or e-mail.

CERTIFICATION

(47) The City of McAllen/McAllen Public Utilities will accept NSF Certification in lieu of an analysis report from a Testing Laboratory to show compliance with the bid package specifications, if the vendor is unable to obtain an analysis report from a Testing Laboratory.

CITY OF MCALLEN
SPECIFICATIONS FOR A SUPPLY CONTRACT FOR THE PURCHASE OF
SODIUM HYPOCHLORITE

PROJECT NO.: 10-09-IPQ01

BID OPENING DATE: October 23, 2009 at 4:00 p.m.

Please read your specifications thoroughly and be sure that the Chemical offered comply with all requirements. Any variations from the specifications **must be** clearly noted on the 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 Chemical be furnished as specified.

INTENT:

In accordance with attached specifications, it is the intent of the City of McAllen, McAllen Public Utility to establish a supply contract for the purchase of Liquid Sodium Hypochlorite 12.5 Trade Percent to be ordered on an “as needed” basis.

MIMIMUM REQUIREMENTS

TO BE FILLED OUT BY BIDDER

BIDDER'S QUALIFICATIONS:

Each prospective bidder shall submit a 1500ml chilled sample of their product representative of their manufacturing process to a testing laboratory for analysis. The laboratory shall ascertain whether the Bidder's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel chlorate, bromate, pH and suspended solids (based on Filter Test time). The result of this analysis must be included in the Bid Packet for bid to be considered complete. The cost of the analysis shall be **borne by Bidder**. Failure to submit a sample or meet the requirements of the specification shall result in Bidder being disqualified from bidding on this product.

*****Concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive results.***

PURPOSES OF SODIUM HYPOCHLORITE (12.5% SOLUTION):

To adjust the pH value of wastewater to a level that provides for the control of odor.

SPECIFICATIONS FOR A SUPPLY CONTRACT FOR THE PURCHASE OF SODIUM HYPOCHLORITE (continued)

<u>MINIMUM REQUIREMENTS</u>	<u>TO BE FILLED OUT BY BIDDER</u>
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TECHNICAL DATA (continued)

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product. The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" method developed by Novatek.

Bidder is to submit with proposal, complete Illustrative and Technical Data on chemicals being proposed. Failure to furnish such data may void bid.

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City of McAllen.

The report shall contain the following data:

- Date and Time of Manufacture
Sodium Hypochlorite
Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the City of McAllen unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

DELIVERY

The City requires delivery within three (3) calendar days after receipt of orders. In no case will bids be considered that take exception to the delivery requirements.

DELIVERY COST

Prices quoted shall be F.O.B. Destination, freight included and unloaded to location(s) within McAllen, Texas.

ESTIMATE ANNUAL USAGE:

The City of McAllen, McAllen Public Utility Wastewater Treatment Plants utilize approximately 14,000 gallons of Sodium Hypochlorite per year. The aforementioned

SPECIFICATIONS FOR A SUPPLY CONTRACT FOR THE PURCHASE OF SODIUM HYPOCHLORITE (continued)

MINIMUM REQUIREMENTS

ESTIMATE ANNUAL USAGE (continued):

data is not to be misconstrued as being the actual quantities of chemical that the City will be buying during the contract period per year. The actual quantities may vary up or down slightly or substantially. Bidders are also advised that whether they use or not use the data as an aid in submitting their bids is entirely at bidder's discretion.

Bidder agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the unit price quoted.

A copy of the MSDS shall accompany each shipment of the product to a city facility.

TO BE FILLED OUT BY BIDDER

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

CITY OF McALLEN
BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF
SODIUM HYPOCHLORITE

PROJECT NO.: 10-09-IPQ01

BID OPENING DATE: October 23, 2009 at 4:00 p.m.

I/We submit the following Informal Price Quotation for a supply contract for the purchase of Sodium Hypochlorite according to City of McAllen, McAllen Public Utility specifications, less tax:

Bidders are advised that for purposes of this supply contract the basis of award shall be on the cost per gallon of chemical.

Unit price quoted to be F.O.B., City Of McAllen, McAllen Public Utility, Wastewater Collection Department, 4100 Idela, McAllen, Texas 78502

MATERIAL CODE: Sodium Hypochlorite, 12.5% Solution

MANUFACTURER: _____

COST PER GALLON: \$ _____

COST PER GALLON WRITTEN IN WORDS

Maximum delivery time, not to exceed three (3) days, to McAllen sites after receiving order by telephone, fax, e-mail, and/or mail: _____ days.

Minimum time to deliver ARO _____

Delivery shall be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit prices? Yes _____ No _____

Please identify hours of operation: _____

Please identify name and title of person(s) authorized to bind company, corporation, partnership, etc.:

Please identify name and title of person(s) authorized to receive orders:

CITY OF McALLEN BID FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF SODIUM HYPOCHLORITE (continued)

The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal 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 proposal.

Respectfully submitted this the _____ day of _____, 2009.

SIGNATURE:

TITLE:

COMPANY:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

E-MAIL:

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