

NOTICE TO BIDDERS

Sealed proposals, in duplicate, marked “**Pool Chemicals**”, 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 **November 9, 2020** 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 8th day of October, 2020.

Shannon Bennett

Shannon Bennett, TRMC
City Secretary
City of Deer Park, Texas

**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 than 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.
- J. **NEW REQUIREMENT** - Effective for all contracts on or after January 1, 2016, the new Local Government Code 2252.908 enacted by H.B. 1295 requires additional disclosures on all contracts that are approved by City Council or that exceed \$1,000,000. Specifically, Form 1295 – Certificate of Interest Parties – is required prior to City Council approving the contract.

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 their 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. WARRANTIES

Bidder warrants that any and all goods delivered are newly manufactured, free from defects in materials and workmanship and conform in every respect to the City's specifications. Goods are warranted for one year from date of acceptance by the City, following delivery and inspection. If at any time during the twelve months following acceptance of the goods, said goods fail to perform their intended purpose or are discovered to be defective on nonconforming to the City's specifications, the proposer will replace the goods at no cost to the City, including any delivery or installation costs. This warranty shall be unconditional. If a manufacturer of goods or of component parts of goods provides a warranty longer

than the period provided for herein, the provisions of this warranty shall not be construed to diminish or conflict with the manufacturer's warranty.

12. BID VALIDATION

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

Tracy Peterson

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

City of Deer Park

Bid Specifications

Scope: It is the intent of these specifications to seek bids for purchase and delivery of
“Calcium Hypochlorite Briquettes”

General Information

Duration of Contract:

The term of the contract will be in effect for a one year time period with additional renewals up to two (2) years, subject to the increase in pricing terms and if both parties mutually agree each year. The contract may be cancelled with a thirty (30) day written notice by either the City of Deer Park or the Contractor.

Quantities: The quantities are estimates and may be increased or decreased at the discretion of the City of Deer Park. (16,000 to 18,500 per year) The price shall include all labor, materials, equipment, removal, overhead, freight to cover the cost of the chemical.

Delivery: The container shall be 50 pound, palletized, delivered to and properly stored in the designated storage area of the facility.

Equipment: One (1) Pulsar chemical feeder rated for 450,000+ gallons of water and one Pulsar (1) chemical feeder rated for 10,000-20,000 gallons of water shall be installed, inspected and maintained by vendor for the duration of contract at Vendor’s expense.

Detailed Information

MSDS: Material Safety Data Sheets shall be provided with delivery of product.

<u>Chemical Properties</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Analytical Method</u>
Available Chlorine	65%	-----	CHAS-HTH-001
Iron as Fe	-----	0.05%	CHAS-HTH-002
Water	4%	8.5%	CHAS-HTH-004
Physical Properties (Typical Value)			
Tablet (Briquette weight, gram)	6.0	7.0	
Tablet (Briquette) dimensions, inches	Approx. 1-1/3” x 3/4” x 1/2”		
Average Bulk, Density, Loose	75 lbs/cu.ft.	80 lbs/cu.ft.	
Average Bulk, Density, Packed	80 lbs/cu.ft.	83 lbs/cu.ft.	

**LETTER OF INTENT AND
BID SUBMITTAL FORM**

“One (1) year supply of Calcium Hypochlorite Briquettes/Tablets or equal”

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: 16,000 to 18,500 Pounds per year

Delivery: 50 lbs pails

Unit Price: _____

Unit Price: _____

Description: Calcium Hypochlorite Briquettes / Tablets or equal

Delivery Days: _____

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