

IFB 2024-25 Chlorine
July 12th, 2024

Northeast Texas Municipal Water District

Original

10:00 A.M. August 12th, 2024
DESTINATION, Hughes Springs, Texas 75656

PLEASE MARK YOUR BID ENVELOPE - IFB 2024-25 CHLORINE"

30 Tons
(Est.)

Estimated Annual Requirements
Contract for One Ton Containers of
Liquid Chlorine for Water Treatment in
accordance with the attached conditions and
specifications. Contract term to
be from Oct.1, 2024 to Sept.30, 2025

Contact Person: Dominik Sobieraj,
Chief Operating Officer
dsobieraj@netmwd.org
(903) 353-2510

IFB 24-25 Chlorine

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

The bidder represents and certifies as part of this bid that: (Check or complete all applicable boxes or blocks)

1. TYPE OF BUSINESS ORGANIZATION

Bidder operates as:

- an individual
- a partnership
- a non-profit organization
- a corporation, incorporated under the laws of the State of _____.
- bidder's Tax ID # _____ (if not a corporation).

2. EQUAL OPPORTUNITY

Bidder is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, disability, or sex in the performance of any contract or order resulting from this bid.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids, directly or indirectly to any other bidder or competitor; and
- © No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

Acknowledgment of Amendments and addendum's:

The bidder acknowledges receipt of such documents numbered and dated as follows:

AMENDMENT OF ADDENDUM NO.

DATED

IFB 24-25 Chlorine

The NETMWD will accept at the Executive Office of the NETMWD sealed bids for the **ANNUAL CONTRACT FOR LIQUID CHLORINE** until **10:00 A.M.** local time on August 12th , 2024 when they will be immediately thereafter publicly opened and read aloud in the NETMWD Executive Office.

Bid responses must be placed in a sealed envelope and clearly marked "**IFB 24-25 Chlorine**". Bids can be delivered to the Executive Office at 4180 HWY 250 South, Hughes Springs or mailed to P. O. Box 955, Hughes Springs, Texas 75656. All bids must be in the Executive Office by the time and date mentioned above. Late bids will not be accepted.

Until the final award the NETMWD reserves the right to reject any or all bids, to waive technicalities, to readvertise; to proceed otherwise in the best interest of the NETMWD.

The Board of Directors will consider award of the bid at their regularly scheduled meeting. At the Executive Office or as soon thereafter as may be reasonably convenient.

IFB 24-25 Chlorine

PROPOSAL

TO: NETMWD

FOR: FURNISHING AND DELIVERING A REQUIREMENT OF LIQUID CHLORINE BEGINNING OCTOBER 1, 2023.

Pursuant to and in compliance with your advertisement for furnishing liquid Chlorine in bulk quantities beginning October 1, 2024 through September 30, 2025, the undersigned hereby offers to furnish and deliver liquid Chlorine according to the attached Bidding Document for the following price.

Price per ton basis: _____ / ton

Name of Company:

Address of Company:

Signature:

Title:

Date

SPECIAL PROVISIONS

1.0 VARIATION FROM SPECIFICATIONS, INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS, OR OTHER PROVISIONS.

Any request for a variation from the content of the Invitation for Bids must be made in writing to the Utility Operations Manager no later than seven (7) calendar days prior to the date set for receipt of bids. Such request shall be considered on the basis of its merits. Only variations deemed to be in the best interest of the NETMWD will be allowed. In the event a variation is allowed, an amendment or addendum will be furnished to bidders who were supplied copies of the Invitation for Bids.

2.0 ORDERING

(A). Supplies or services to be furnished under this contract shall be ordered by the issuance of a purchase order by the Operations Manager. Orders may be issued under this contract from October 1, 2024 or date of contract award if subsequent thereto for a period of one year.

(B). All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order issued pursuant to this clause.

(C). To expedite delivery, oral orders may be placed by the Operations Manager or authorized agent provided that an purchase order number shall be provided at the time of oral placement.

(D). The NETMWD may issue one Blanket Purchase Order to cover the contract period. Deliveries would be made referencing the Blanket Purchase Order from telephone orders.

3.0 ORDER LIMITATIONS

(A). Minimum Orders: When the NETMWD requires supplies or services covered by this contract in an amount of less than _____*, the NETMWD shall not be obligated to purchase, nor the contractor obligated to furnish, any supplies or services under this contract.

(B). Maximum order: The contractor shall not be obligated to honor:

(1). Any order for a single item in excess of _____*.

(2). Any order for a combination of items in excess of _____* or

(3). A Series of orders in the course of _____* days which in the aggregate call for quantities of items to the extent that the aggregate is in excess of the limitations provided in (1) and (2) above.

*** No limit unless otherwise stated.**

(C). Notwithstanding the foregoing, the Contractor shall honor any order received which exceeds the maximum limitations set forth above unless the order or orders which exceed the maximum limitations are returned to the Operations Manager within three days from the date of receipt thereof, together with written notice of intent not to make delivery of the items called for and the reasons thereof. Upon receipt of the notice, the NETMWD may secure the supplies from another source.

4.0 REQUIREMENTS.

(A). This is a requirements contract for the supplies or service specified in the Schedule and for the period set forth in the provision entitled "Ordering" above. Delivery of supplies or performance of services shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The quantities of supplies or services specified herein otherwise provided herein, in the event the NETMWD requirements for supplies or services set forth in the Schedule do not result in orders in the amounts or quantities described as "estimated" or "maximum" in the Schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.

(B). Except as otherwise provided in this contract, the NETMWD shall order from the Contractor all the supplies or services set forth in the Schedule which are required to be purchased by the Operations Manager.

(C). Orders issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The rights and obligations of the Contractor and the NETMWD respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract. Provided that the Contractor shall not be required to make any deliveries under his contract after thirty (30) days following the contract period expiration date.

(D). If delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that delivery may be specified under this contract and if the Contractor will not accept an order providing for accelerated delivery, the NETMWD may purchase this requirement from another source.

(E). The NETMWD may issue orders which provide for delivery to or performance at multiple destinations.

5.0 PRICE ESCALATION.

The Contractor may request a price change on any contract item via WRITTEN REQUEST, showing increase in cost that necessitate the change; at least 20 calendar days before they are to take effect. The 20 days shall start on receipt by the NETMWD of such written request. The NETMWD reserves the right immediately terminate this contract and to rebid, in the event of a request for a price change.

6.0 CANCELLATION.

This contract is subject to cancellation by either part with 30 days advance written notice to the other party to comply with the provisions of this contract.

7.0 EXTENSION OF CONTRACT

This contract may be extended for an additional 12-month period if price, delivery, and terms and conditions of contract remain the same and both parties agree to this extension.

8.0 DESTINATION POINT FOR DELIVERIES.

Chlorine furnished under this contract shall be delivered to receiving and storage facility at the NETMWD Tanner Plant 3119 Hwy 155, Avinger, Texas 75630. Or as specified by order placed by the NETMWD.

**SPECIFICATIONS
FOR
LIQUID CHLORINE**

I. General Terms and Conditions

1. Except as otherwise provided in this contract, the NETMWD shall order from the Contractor all the Chlorine required to be purchased by the NETMWD during the contract period.
2. It is estimated that 30 tons of liquid chlorine will be required in the operation of the one water treatment plant during the period October 1, 2024 through September 30, 2025. Exact quantities cannot now be determined, but estimates are given. Quantities listed may be increased or decreased to meet the requirements of the NETMWD during the contract period. A minimum is not guaranteed.
3. A purchase order for the period October 1, 2024 through September 30, 2025 inclusive will be awarded as a result of this invitation for bid. NETMWD will issue verbal release orders for each shipment under the contract. Prices quoted shall remain firm for the entire term of the contract.
4. Deliveries are to be ton containers to either the NETMWD Tanner Water Treatment Plant or Pittsburg Water Treatment Plant as directed within 5 days following request for each delivery. Deliveries shall include unloading of ton containers at the NETMWD dock. All pricing shall be F.O.B. Destination.
5. The NETMWD reserves the right to purchase chlorine from another source if successful bidder is unable to deliver chlorine within the specified delivery time.
6. This contract may be extended for additional twelve month periods at the same terms and price or price basis. The NETMWD reserves the rights to re-bid the contract at the conclusion of any 12-month period. The Contract may be canceled by either party with 30 days written notice for failure to comply with the provisions of this contract.
7. Bids will be considered only from manufacturers or their authorized distributors. The authorized distributors must regularly maintain a substantial stock of the chlorine bid upon and must be actively engaged in the sale of chlorine. Such stock and facilities may be examined by a representative of the NETMWD at any time either before award is made or during the life of the contract.
8. The NETMWD reserves the right to reject any and all bids or portions of bids, waive formalities and to make such award of contract as may be deemed to be the best advantage of the NETMWD. No bids may be withdrawn within thirty (30) Days after date of opening.

IFB 24-25 Chlorine

II Specifications

1. Chlorine bid must be in compliance with AWWA B301, Standard for Liquid Chlorine.
2. Bidder must include with the bid submitted an Affidavit stating that the liquid chlorine furnished under this contract complies with all applicable standards and requirements of AWWA B301, Standard for Liquid Chlorine.
3. NSF 60 approved with documentation supplied with each shipment.

III Insurance Requirements

The Supplier will be required to furnish the NETMWD with the following insurance policies prior to final award of contract:

Workman's Comp.	Statutory Limits
General Liability	\$500,000 /bodily injury \$100,000 /property damage \$250,000 /each person
Auto Public Liability occurrence	\$250,000 /person \$500,000 / Accident or \$100,000 /property damage
Product Liability	\$1,000,000 / occurrence

IV Information

1. For information in responding to this Invitation for Bids prospective bidders may contact NETMWD Chief Operating Officer Dominik Sobieraj at 903-353-2510
2. To be considered, bids must be received at the NETMWD Executive Office, 4180 FM HWY 250 South, Hughes Springs, Texas 75656, **no later than 10:00 A.M. on August 12th, 2024.** Late Bids will not be accepted.