BID # CH-21-08-01

CONTRACT SPECIFICATIONS FOR THE PURCHASE OF

12 MONTH SUPPLY OF CHEMICALS

Due Date: August 17th, 2021
Time: 2:00 P.M.

LEGAL NOTICE
AND
INVITATION TO BID
12 MONTH SUPPLY OF CHEMICALS
RFP# CH-21-08-01

Sealed bids will be received by The LAGUNA MADRE WATER DISTRICT ("LMWD"), for **12 MONTH SUPPLY OF CHEMICALS, until 2:00 p.m., August 17, 2021** at the LMWD, General Manager Office; 105 Port Rd. Port Isabel TX 78578

Bids received after this time will not be considered.

Bids will be publicly opened and read aloud on August 17, 2021 at 2:05 p.m. Bidders are invited to attend the bid opening at the LMWD Board Meeting Room

Bid packages with the Specifications may be obtained contacting the Purchasing Agent or at the following website http://lmwd.org/bids-rfps-rfqs-rfi

Two (2) sets of the bid documents shall be enclosed in a letter size sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier's envelope: 12 MONTH SUPPLY OF CHEMICALS BID# CH-21-08-01. This envelope shall be addressed to Purchasing Agent; Laguna Madre Water District; 105 Port Rd, Port Isabel TX 78578.

The LMWD will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed bids to the Laguna Madre Water District, General Manager Office by the given deadline above. **No bids will be accepted via facsimile or electronic submission.**

The LMWD specifically reserves the right to reject any or all bids, to waive irregularities or informalities in any or all bids and to accept any bid which is deemed to be in the best interest of the LMWD.

Enrique Samaniego
Purchasing Agent
(956) 943-2626 Ext 312
Email: esamaniego@lmwd.org

INSTRUCTIONS TO BIDDERS

Please submit this page upon receipt.

Acknowledgment Form

RFP# CH-21-08-01

For any clarifications, please contact Enrique Samaniego at Laguna Madre Water District, Purchasing Agent at (956) 943-2626 Ext.312 or e-mail: esamaniego@lmwd.org

Please e-mail this page upon receipt of the bid package or legal notice. If you only received the legal notice and you want the bid package mailed, please provide a method of shipment with account number in the space designated below.

Check one:

( ) Yes, I will be able to send a bid.

( ) No, I will not be able to send a bid for the following reason:

_____

If you are unable to send your bid, kindly indicate your reason for "No bid" above and return this form **via email to esamaniego@lmwd.org**. This will ensure you remain active on our vendor list.

Date _____

Company Name: _____

Authorized Representative_____

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS **(Complete and return with bid)**

Name of Entity:_____

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
b) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, and Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a $10,000.00 or imprisonment for up to five (5) years, or both.

_____
Name and Title of Authorized Representative (Typed)

_____ _____

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

ETHICS STATEMENT **(Complete and return with bid)**

The undersigned bidder, by signing and executing this bid, certifies and represents to the Laguna Madre Water District that bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this bid; the bidder also certifies and represents that the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid, the bidder certifies and represents that bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Laguna Madre Water District concerning this bid on the basis of any consideration not authorized by law; the bidder also certifies and represents that bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the bidder further certifies and represents that bidder has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Laguna Madre Water District in return for the person having exercised their person's official discretion, power or duty with respect to this bid; the bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the Laguna Madre Water District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

THE VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE LAGUNA MADRE WATER DISTRICT, ALL OF THEIR OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS BID.

I have read all of the specifications and general bid requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

ETHICS STATEMENT **(Complete and return with bid)**

CITY: _____

STATE:_____ ZIP CODE: _____

TELEPHONE:_____ FAX: _____

FEDERAL ID#:_____AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:

_____

_____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

2. ( ) Check this if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7the business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
   Yes No
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
   Yes No
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
   Yes No
D. Describe each employment or business relationship with the local government officer named in this section.

4.

_____ _____
Signature of person doing business with the governmental entity Date

Special Instructions

Contract Information

- **Interpretation**

Questions concerning terms, conditions, and technical specifications should be directed to:

Enrique Samaniego
Purchasing Agent
(956) 943-2626 Ext 312
Email: esamaniego@lmwd.org

- **Tentative Time Line**

1. **August 17, 2020 at 2:00 p.m. - Vendor must submit Two (2) sets of bid documents sealed in an envelope to:**

   Enrique Samaniego, Purchasing Agent
   105 Port Rd, Port Isabel TX 78578
   RFP# CH-21-08-01
   August 17, 2021 - at 2:00 p.m.

The above noted information must be included on bid letter size envelope and on any carrier's envelope/package. Laguna Madre Water District will not be held responsible for missing, lost or late mail. Laguna Madre Water District, will not accept facsimile or electronic transmission of sealed bids.

2. August 17, 2021 - Open bids at 2:05 p.m.
3. August 25, 2021 - Provide Final Recommendations
4. August 25, 2021 - Send to Board of Directors for approval

- **Or Equal**

Brand name or manufacturer's reference used in this request is descriptive – not restrictive – it is intended to indicate type and quality desired. Brands of like nature and quality will be considered. If bidding on other than referenced specifications please provide complete descriptive information of said article.

- **Pricing**

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices indicated shall govern. **Price shall remain in effect until the products have been received.**

All fields (UNIT PRICE, TOTAL PRICE, ETC) in the Bid Schedule must be filled.

Failure to submit any of the above information with the sealed bid will disqualify bid.

- **Quality of Products**

All items must be new, in first class condition, including containers suitable for shipment and storage. No substitutions in standard grades or lesser quality will be accepted.

- **Determining Factors for Award**

    1. Bidders net price on bid items
    2. Stock availability
    3. Reputation of the bidder
    4. Delivery
    5. Safety record will be considered when determining the responsibility of the bidder

- **Tax Identification Number (TIN)**

In accordance with IRS Publication 1220, a W9 form, will be required of all vendors doing business with the Laguna Madre Water District. If a W9 not made available to Laguna Madre Water District, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9** Attached is sample form.

- **Taxes**

The Laguna Madre Water District is exempt from Federal Excise Tax, State Tax and local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation, any awards, or payments to the contractor. Tax exemption certificates will be furnished upon request.

- **Signing of Bid**

- Failure to manually sign bid will disqualify it. **Person signing bid should show title or authority to bind their firm to a contract EEOC Guidelines**

During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, sexual preference, marital, veteran status, or physically challenged condition.

- **Contract and Purchase Order**

The products shall be delivered in a timely manner to Laguna Madre Water District Plants. A contract for the products will be placed into effect by means of a purchase order issued by the Laguna Madre Water District after tabulation and final approval by the LMWD Board of Directors.

- **Laguna Madre Water District, Rights**

1. If only one or no bid is received by "submission date", the LMWD has the right to reject, re-bid, accept and/or extend the bid by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all bids and to make award as they may appear to be advantageous to the Laguna Madre Water District
3. The right to hold bid for 90 days from submission date without action, and to waive all formalities in bid.
4. The right to extend the total bid beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (LMWD and vendor/contractor) and if bidder/vendor holds original bid prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; <u>for cause</u>: upon default by the vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the LMWD <u>for LMWD's convenience</u>.
6. In bid, stipulate whether an increase or decrease in services will affect bid price.

- **Corrections**

Any interpretation, correction, or change to the invitation to bid will be made by ADDENDUM. Changes or corrections will be issued by the Laguna Madre Water District, A/P & Procurement Agent. **Addenda will be emailed or faxed to all who have returned the Bid Acknowledgment form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the Laguna Madre Water District prior to submitting a response to the invitation to bid to ascertain if any addenda have been issued, and to obtain any all addenda, execute them, and return addenda with the response to the invitation to bid. Addenda may be posted on the LMWD website.

BID PROPOSAL FORM

Bid Number:	CH-21-08-01
Item Being Bid:	12 Month Supply of Chemical
Date Bids Due:	August 17, 2021 @ 2:00 p.m.
Date Bids Opened:	August 17, 2021 @ 2:05 p.m.

Vendor Name:	
Vendor Phone & Fax:	
Vendor Email:	
Vendor Address:	
City, State, Zip:	

All chemicals must meet AWWA standards and/or specification. All bidders on the liquid alum Sulfate are required to conduct a jar test in conjunction with Water Plant Personnel prior to the bid opening date. Due to ongoing Covid-19 pandemic, if jar test can't be conducted in person, we can arrange a video conference. Call and coordinate with Noe Cantu at (956) 572-0382. All products submitted as equal must be noted on the bid and the product information be submitted prior to bid opening for evaluation.

Item	Qty.	Description	Unit Cost	Extended Cost
1	(45) 100lb	Calcium Hypochlorite, 65% Chlorine	_____	_____
2	(45) Tons	Sulfur Dioxide Gas, Ton Container	_____	_____
3	(435) Tons	Chlorine Gas, Ton Container, Meeting NSF/ANSI Standard 60	_____	_____
4	(280,000) lbs	Ammonia Sulfate	_____	_____
5	(2,400,000) lbs	Liquid Aluminum Sulfate, 49% w 1% Copper Sulfate	_____	_____
6	(14,000) lbs	Potassium Permanganate	_____	_____
7	(574,574) lbs	Caustic Soda (50%), 2000-2500 gals.	_____	_____
8	(3,000) gals.	Caustic Soda – **Needed in Totes**	_____	_____

			Unit Cost	Extended Cost
9	(8,000) gals.	Sodium Hypochlorite 12.5% - **Needed in Totes**	_____	_____
10	(3,000) gals.	Citric Acid 50% - **Needed in Totes**	_____	_____
11	(300) gals.	Sodium Bi sulfite- **Needed in Totes**	_____	_____
12	(150,000) lbs.	Sodium Chlorite 25%	_____	_____
13	(2,565) gals.	Micro-solve **needed in 55 gals Drums**	_____	_____
14	(440) gals.	Odor Solve **needed in 55 gals Drums**	_____	_____

The District's payment terms are net 30 days. This contract shall be for a period of One (1) year from October 1, 2021 thru September 30, 2022, with the option to extend service for one additional year, subject to satisfactory negotiation of terms (including price acceptable to both the District and Vendor).

Representative Signature: _____

Representative Print Name: _____

REQUIREMENT AND SPECIFICATIONS

SUMMARY

This specification shall govern all labor, materials, equipment and appliances necessary for the annual supply of chemicals for the purposes of purifying the treatment processes in both water and wastewater plants.

SUBMITALS

SDS Sheets

Provide a list of names and some type of identification on the delivery trucks and their drivers.

Provide a list of references (local in the Valley, if any) in which they have done business with in the last three years.

Insurance: The Vendor at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from vendors operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

1. Workmen's compensation claims, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury. Occupational sickness or disease, or death of his employees and insured by usual bodily injury liability coverage;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees and claims insured by usual bodily injury liability coverage's and;
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Certificate of Insurance: before commencing the contract, the successful vendors shall file with the District a valid Certificate of Insurance acceptable to the District. Such Certificate shall contain a provision that coverage afforded under the policies will not be canceled until at least fifteen days prior written notice has been given to the District.

All costs associated with delivery/transportation of the chemical product shall be included in the chemical cost, including fees per invoice, tank rental, and/or any other fees associated with the product; such as surcharge fees associated energy cost, fuel charge and/or hazardous material fees.

Bid Bond

The bidders shall provide with the proposal a cashier's or certified check or a bid bond in the amount equal to five percent (5%) of the total project price.

The Purchase Order quantities are subject to LMWD's right to increase or decrease quantities as deemed necessary. Stipulate below, if an increase or decrease in quantity affects bid price:

(_____) No, an increase or decrease in quantities will not affect bid price

(_____) Yes, an increase or decrease in quantities will affect bid price

Respectfully submitted,

By:_____

Signature **(Failure to sign will disqualify bid)**

_____

Print Name/Title

_____

Company Name

_____

Address

_____

City, State, Zip Code

_____ _____

Phone Number Fax Number

_____

Email Address

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

GENERAL INSTRUCTIONS TO BIDDERS

Notice to Bidders

Sealed bids will be received until the time, at the location, and for the products/services specified on the attached Bid Invitation form and as further specified. These bids will be publicly opened at the Laguna Madre Water District office at 105 Port Road Port Isabel, TX, in the presence of bidders and Administrative Staff. Bidder's attendance is optional. After tabulation and review, bids will be presented to the Board of Directors for award of contract. The District reserves the right to review all bids submitted for a period of ninety (90) days after the date of bid opening.

How to Submit a Proposal

All bids shall be submitted in ***sealed envelopes,*** mailed or delivered to: Laguna Madre Water District, Attention: Purchasing Agent; 105 Port Road, Port Isabel, TX 78578, and plainly marked on the outside with ***bid number:*** It will be the sole responsibility of the bidder to ensure that the proposal reaches the location where bids are to be sent before the closing hour and date shown on the enclosed PROPOSAL-CONTRACT form.

Purpose of Bid

The Laguna Madre Water District intends to secure a source of supply for the product(s) and service(s) at the lowest price; satisfactory manufacture; and prompt and convenient shipment and service by the supplier to the District. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

Rejection of Bids

The District reserves the right to reject any and all bids or to accept the bid or any part thereof which it determines to best serve the needs of the District and to waive any informalities or irregularities in the bids. While cost is a factor in any bid award, it is not the only factor and may not be the determining factor.

Quantities

The quantities or usage shown are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the District as to the total amount that may be or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid and the District reserves the right to increase or decrease quantities as required.

Bidding on Equivalent Products

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is the purpose of establishing a grade, quality or other specification of material only. Since the District does not wish to rule out other competition and equal brands or makes, the phrase or approved equal is added. However, if a product other than those specified is bid, it is the bidder's responsibility to name such a product within the bid, and to prove to the District that said product is equal to that specified and to submit brochures, samples, and/or other specification in detail on the item(s) bid. The District shall be the sole judge concerning the merits of bids submitted.

Trade Discounts and Price Variances

Bids on individual items must include unit prices, as well as total price. Where a variance exists on the bid form between the unit price and the extension or whenever other discrepancies are noted between prices on the bid form and prices quoted elsewhere in the bid package, the unit price quoted on the bid form shall prevail.

The District will consider trade discounts and other pricing features in each individual bid prior to determining the successful bidder.

The District intends to evaluate any and all cooperative purchasing options available. When preparing your bid, please include alternates for cooperative purchasing programs offered by your firm or the manufacturer's that you represent that the District would be eligible to purchase through such as HGAC, and Buyboard, etc. where available.

Submissions

Bidders must submit two (2) copies of PROPOSAL-CONTRACT

A. Unless otherwise specified, bidders must use PROPOSAL-CONTRACT forms furnished by the District. Failure to do so may cause a bid to be rejected. Removal of any part of the bid proposal may invalidate the bid.

B. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in longhand, hi ink, by the principal authorized to make contracts. All quotations shall be typewritten or filled in with pen and ink.

Descriptive Data

Bidders must enclose with their bid forms two copies of data sheets, specifications, catalogs or literature completely describing the equipment, product or service to be furnished.

Identification of Bidder

State the full name and address of the organization and any local branches that will be used in the project. Indicate whether you operate as an individual, partnership or corporation. If a joint venture or sub-contractor relationship is contemplated, name the firms and principals involved and give all pertinent information about the organization, similar to the information you supply.

Assignment of Contract

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his/her right, title or interest in or to same, or any part thereof, without previous consent in writing from the District Administrator, endorsed on or attached to the Contract.

Service and Parts

Bidders must be prepared to submit evidence to the District, in addition to that required in the attached specifications that qualified personnel and adequate parts inventory are available to maintain all bid equipment in effective operation.

Guarantees/Warranties

Bidders must indicate the full guarantees and/or warranties prevailing on all equipment, parts and labor.

Delivery and/or Completion

Bidders shall indicate delivery or completion date of product(s) or service(s). These dates may be taken into consideration in making the award. Penalties imposed upon the District for late performance, shall be the responsibility of the vendor.

Manuals, Instructions, Etc.

Successful bidder must deliver with the product two (2) copies each of operation, shop and parts manual; instructions and schematics pertaining to the equipment or product to be furnished to the District.

Samples and/or Demonstrations

Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the District unless otherwise stated in the Bid Documents. If samples should be requested, such samples are to be provided at the expense of the bidder and become the property of Laguna Madre Water District unless other agreement is accepted by the District.

Quality

All materials used for the manufacture or construction of any item(s) covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade of workmanship, unless the option to include supplemental proposals for pre-owned, or demonstrator equipment or materials has been specified by the District.

Default Provision

In case of default by the bidder or contractor, the Laguna Madre Water District may procure the products or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

Compliance with Law

All goods or equipment bid shall comply with all applicable Federal, State, and local laws relative thereto including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). The successful bidder shall defend actions or claims brought and hold harmless the District from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law in the design or manufacturing of equipment and/or material.

Liability Insurance

The successful bidder must carry Public Liability Insurance with limits of at least $500,000 to $1,000,000 to protect the Laguna Madre Water District. Said bidder shall comply with the requirements of all Federal and State Laws and Regulations relating to Social Security, Unemployment Insurance and Workmen's Compensation so that the Laguna Madre Water District will not be liable in any way for any claim evolving from said work in carrying out the contract.

Delivery Provisions

Bid price is to be based upon the delivery terms of Free on Board to each of the Laguna Madre Water District facilities listed on the specifications sheet. Title to the purchased goods does not pass until the item(s) is received by the District.

Withdrawal of Bids

A written request for the withdrawal of a bid or any part thereof will be granted if the request is received by the District Administrator prior to the specified time of opening. Formal bids, amendments thereto, or requests for withdrawal of bids received by the District Budget and Finance Director after time specified for bid opening will not be considered.

Taxes

The Laguna Madre Water District is exempt from Federal Excise Tax and Texas Sales Tax and same shall not be charged to the District.

Hold Harmless Agreement

The successful bidder shall agree to save and hold harmless and defend the Laguna Madre Water District from and against any or all claims, demands, suits and liability for death or injury to any person or damage to or loss of property, which injury, loss or damage is caused by or arises out of the execution of this contract of agreement.

Proposal Costs

All proposal costs are the responsibility of the bidder. Laguna Madre Water District will not be liable for any costs incurred in proposal preparation, presentation or contract negotiation.

Further Information or Clarification

Before submitting a proposal, bidder should carefully examine the entire Contract Document, including the specifications, and by the submission of a bid, the bidder will be understood to have read and be fully informed as to the contents of all of the bidding documents. Bidder should especially note any state or federal regulations and/or requirements in bids involving funds from respective agencies and be prepared to adhere to those requirements.

Should a bidder find any discrepancies, omissions, ambiguities, or conflicts among the contract documents, or be in doubt about their meaning, they should bring such questions to the attention of the Laguna Madre Water District Finance Director no later than five (5) business days prior to the date of the receipt of bids. The Laguna Madre Water District Finance Director will review the questions and, where information sought is not already indicated or specified, there will be a clarifying "Notice to Bidders," which will become part of the Bid Documents. Neither the District nor the Finance Director will be responsible for any oral instructions.

Laguna Madre Water District reserves the right to request any additional information that it may deem necessary before or after the proposal has been received. Should you wish to request any additional information or clarification on this bid; you must do so in writing via email or other delivery method that shall be your sole responsibility prior to the opening of the bids. The District shall be the sole determiner of the appropriateness of your request and whether it shall issue a response.

Should the District deem it appropriate to respond to your request for additional information; both your request and the District's response will be provided to the other bidders.

Your request is to be submitted to:
Enrique Samaniego, Purchasing Agent
956-943-2626 Ext. 312/ esamaniego@lmwd.org
Laguna Madre Water District, 105 Port Road, Port Isabel, TX 78578