



CITY OF BEAUMONT
BEAUMONT, TEXAS

FORMAL BID

BID FOR: Six (6) Month Contract for Water Treatment Chemicals -
Liquid Ammonium Sulfate

BID NUMBER: BF0112-13

BID DUE: THURSDAY, FEBRUARY 23, 2012 AT 2:00 P.M.

PRE-BID: N/A

SUBMIT BID TO: This is a FORMAL BID and must be submitted to:

City Clerk's Office / City Hall
City of Beaumont
801 Main St., Suite 125
Beaumont, TX 77701

You may submit your bid by MAIL or in PERSON.
Bids will NOT be accepted via fax or e-mail.

*CITY OF BEAUMONT
PURCHASING DIVISION*

For bid results Monday-Friday, 8:00 a.m. to 5:00 p.m., call 409-880-3720
or visit our web site at
http://www.cityofbeaumont.com/Purchasing/purchasing_bidlists.htm

NOTICE TO BIDDERS

Sealed bids will be received by the City Clerk of the City of Beaumont, 801 Main Street, Room 125, Beaumont, Texas until **2:00 p.m.**, local time, **Thursday, February 23, 2012** and all bids will be opened and publicly read in the City Council Chambers on that date for:

**SIX (6) MONTH CONTRACT FOR
WATER TREATMENT CHEMICALS -
LIQUID AMMONIUM SULFATE**

Bidding forms, specifications and all necessary information may be obtained from the Purchasing Division, City Hall, 801 Main, Room 315, Beaumont, Texas 77701. Vendors requesting bid packets should call the Purchasing Division at (409) 880-3720 or you may **download the specifications from our website at:** http://www.cityofbeaumont.com/Purchasing/purchasing_bidlists.htm

Bids shall be submitted to the City Clerk's Office, 801 Main, Room 125, Beaumont, Texas, prior to the above stated date and time.

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.

Please make reference to Bid Number: **BF0112-13**

Bid Closing Date: **February 23, 2012**

Tina Broussard
City Clerk

First Publication: **February 2, 2012**

Second Publication: **February 9, 2012**

**GENERAL SPECIFICATIONS FOR
WATER TREATMENT CHEMICALS - LIQUID AMMONIUM SULFATE**

1.0 All deliveries are to be made as specified. Bids are to include delivery to the:

Loeb Pump Station
Hwy. 69
Lumberton, Texas

The City will accept deliveries between 7:00 a.m. and 1:00 p.m. on weekdays only, unless otherwise noted. All liquid bulk chemical deliveries shall be accompanied by a weigh ticket-in upon entrance to the facility; a subsequent weigh ticket-out shall be included with invoice.

2.0 Each bidder shall furnish a chemical analysis of each product and proof of NSF/ANSI approval of the product to be supplied.

3.0 Prices are to be firm for the period of the contract which is six (6) months with an option to renew at the same price for an additional six (6) months.

4.0 Shipments will be made on an "as needed" basis. Shippers are to notify City personnel prior to delivery and unloading of chemicals. The Loeb Pump Station is an unmanned facility requiring coordination between the chemical shipper and City personnel prior to shipment.

4.1 The supplier shall be liable for any damages that may be caused by the delivery vehicle, the delivery agent, or the delivered material, and shall repair said damages immediately if necessary to continuing operation of the facility, or within 30 days if deemed to be non-threatening to operations by City personnel. If the supplier fails to repair the damages within the specified time, the City may choose to exchange suitable substitute service, equipment or material from the supplier and reserves the right to terminate the contract..

4.2 It shall be the responsibility of a bidder to inspect the site and familiarize himself with whatever will be needed to accommodate these specifications.

4.3 Following notification from the City, material shall be delivered to the appropriate facility within the specified delivery time, with Monday delivery if the stated delivery falls on a Saturday or Sunday. If for any reason the material can not be delivered in the specified time frame the City reserves the right to purchase said material from another vendor without penalty.

5.0 Bidders shall furnish material safety data sheets (MSDS) on each chemical that is bid. State manufacturer of product bid on bid sheet.

6.0 Failure to comply with information requested on any of these items will result in disqualification of the bid.

7.0 Bids are to be submitted on the enclosed bid forms only.

- 8.0 All portions of this bid requiring data or information must be filled in completely. Failure to do so may result in bid rejection due to non-response.
- 9.0 Signatures, where required, must be original; facsimile, stamp or computer generated signatures will not be accepted.
- 10.0 Certifications, where required, shall accompany the bid submission.
- 11.0 The City reserves the right to accept or reject any bid or combination of bids deemed advantageous to it.
- 12.0 **NO PERSON** has the authority to verbally alter these specifications. Any changes to specifications will be made in the form of an Addendum which will be made available online at http://www.cityofbeaumont.com/Purchasing/purchasing_bidlists.htm and will be faxed to the vendors on the bid announcement list.
- 13.0 Bid Tabulation will be available on the City website, [cityofbeaumont.com/purchasing](http://www.cityofbeaumont.com/purchasing) following Council Award of Bid.
- 14.0 If further information is needed concerning these specifications, please contact:

Robert J. (Bob) Hollar, Buyer II
Purchasing Division
City of Beaumont

Physical Address:
801 Main St., Suite 315, Beaumont, TX 77701

Mailing Address:
P.O. Box 3827, Beaumont, TX 77704-3827

Phone # (409) 880-3758 ♦ Fax # (409) 880-3747

E-mail: rhollar@ci.beaumont.tx.us

**TECHNICAL SPECIFICATIONS FOR
WATER TREATMENT CHEMICALS - LIQUID AMMONIUM SULFATE**

1.0 **Liquid Ammonium Sulfate**

Approximately 160,000 Pounds of Liquid Ammonium Sulfate 40% solution.

1.1 The Liquid Ammonium Sulfate shall have the following properties:

- Appearance and color: Clear, Pale Yellow Liquid - No Odor
- Solubility in water: Complete
- pH: 4.5 - 7.5
- Specific Gravity 1.20 - 1.23
- Soluble Iron (mg/L): < 10
- Freezing Point (deg. F) <10
- (NH₄)₂SO₄ % 38 - 40
- NH₃ Equivalent, % 10

Certificate of Analysis must accompany each shipment.

The liquid ammonium sulfate solution shall be made at the manufacturer's or supplier's site such that a homogeneous, well-mixed product is received at the city's location.

1.2 The Liquid Ammonium Sulfate delivered under this specification must conform to:

American National Standards Institute/National Sanitation Foundation Institute for Drinking Water Treatment Chemicals - Health Effects, ANSI/NSF 60.

American National Standards Institute/American Water Works Association standard for Ammonium Sulfate ANSI/AWWA B302-95 or the most current standard.

The product offered must meet or exceed all EPA and TCEQ requirements for the treatment of water to be used for human consumption.

1.3 The liquid ammonium sulfate supplied shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with the liquid ammonium sulfate.

1.4 The liquid ammonium sulfate must be able to react with chlorine for the formation of chloramines.

1.5 Product shall be delivered within three (3) working days upon receipt of order.

1.6 The vendor shall be responsible for pumping liquid ammonium sulfate into the 8,500 gallon bulk storage tank at the delivery site. The vendor shall provide all necessary hoses,

fittings, compressed air, pumps, etc. required to safely and efficiently offload the liquid ammonium sulfate. The vendor shall provide a leak free connection between the transportation equipment and the City of Beaumont's intake receptacle. The bulk storage tank is equipped with a two inch (2") quick connect fitting and approximately twenty (20) feet of lift is required.

2.0 **Failure to Contract**

- 2.1 If the bidder to whom the contract is awarded should fail to execute the bid proposal contract, the award may be annulled and the contract let to the next lowest bidder without further advertisement and such bidder shall be required to fulfill every stipulation expressed herein as if he/they were the original party to whom the contract was awarded.
- 2.2 The responsibility for proper operation of the total system is that of the Plant Superintendent. Should an unworkable situation develop in the opinion of the Plant Superintendent, where the product or service is considered unsatisfactory, or there is a decline in the effectiveness of the product, that can be reasonably attributed to deficiencies in the contractor's manufacturing or quality control, rather than to changes in the character of the treatment process.
- 2.3 The bidder will supply the Plant Superintendent with phone contact information that has an operator available twenty four (24) hours a day, seven (7) days a week by way of e-mail, fax or phone number. Contact information for all three types of communication must be provided. The phone number listed must have an operator that is able to answer technical questions as to the chemicals listed on the bid. If an unsatisfactory condition is not resolved within twenty four (24) hours of notification to the technical support operator, the Plant Superintendent will notify the bidder in writing of the unsatisfactory condition by way of fax or e-mail. The bidder will have forty eight (48) hours to resolve the problem to the satisfaction of the Plant Superintendent. If a satisfactory solution is not provided within forty eight (48) hours, the Purchasing Manager may notify the bidder in writing, by way of e-mail or fax, that the contract will be cancelled. Upon cancellation of contract, the next lowest bidder will be contacted for the remainder of the term of the contract.

3.0 **Security Procedures**

The following security procedures are required. Failure of vendor to strictly adhere to them may result in the immediate cancellation of this contract.

- 3.1 The vendors will send photos with names of the drivers making the deliveries to the City.
- 3.2 Before the truck leaves the terminal, the City will be given the name of the driver. This will allow the City to match the driver and photo with I.D. when he arrives.
- 3.3 The trucks will be sealed with a security tag. The serial number will be faxed to the City after the truck has left the vendor's terminal, prior to the truck's arrival at the City facility.

- 3.4 The tanker number will be faxed to the City (Fax # 409-832-3621). The City will match the numbers to assure that the tanker is the same one that left the terminal.
- 3.5 The City will use one staff member on a regular basis to off-load chemicals. This will enable them to become familiar with drivers, manifests, etc.
- 3.6 The manifests will contain the same information, including serial numbers and tanker numbers.
- 3.7 Discrepancies may result in the loads being refused. Off loading chemicals will be delayed until discrepancies are satisfactorily resolved. The operator will notify the supervisors of the discrepancies.
- 3.8 Significant differences may result in notification of the Beaumont Police Department.

BID SHEET

BID OPENING DATE: Thursday, February 23, 2012

BID OPENING TIME: 2:00 P.M.

CITY BID NUMBER: BF0112-13

FOR FURNISHING: Six (6) Month Contract for Water Treatment Chemicals -
 Liquid Ammonium Sulfate
 (AS PER SPECIFICATIONS)

OUTLINE OF BID DATA:

For bids to be considered valid, Bidders **MUST** complete and submit the following:

1. Bid Sheet, pages 8 through 12.
3. Provide a valid signature at the appropriate locations within these bid documents.

BIDDER INFORMATION:

| | |
|-------------------------------|---|
| Company Name | |
| Bidder's Name In Printed Form | |
| Bidder's Signature * | <hr style="width: 80%; margin: 0 auto;"/> (Signature required for bid to be accepted.) |
| Bidder's Title | |
| Company Physical Address | <hr style="width: 80%; margin: 0 auto;"/> Street <hr style="width: 80%; margin: 0 auto;"/> City State Zip Code |
| Company Mailing Address | <hr style="width: 80%; margin: 0 auto;"/> Street or P.O. Box <hr style="width: 80%; margin: 0 auto;"/> City State Zip Code |
| Company Telephone Number | |
| Alternate Phone Number | |
| Company Fax Number | |
| E-mail Address | |

* The parties agree that a faxed signature is valid and binding as if it were an original.

BID SHEET
Bid No. BF0112-13

**Six (6) Month Contract for Water Treatment Chemicals -
Liquid Ammonium Sulfate**

| DESCRIPTION | APPROXIMATE REQUIREMENT | COST |
|----------------------------------|----------------------------|-----------|
| Liquid Ammonium Sulfate 40% | 160,000 pounds | \$ /lb. |
| Manufacturer Name and Brand Bid: | | |
| Additional Pricing: | | \$ |
| Manufacturer Name and Brand Bid: | | |
| TOTAL AMOUNT OF BID: | | \$ |

INSERT BIDDING VENDOR'S COMPANY NAME:

BID SHEET CONTINUED

DATE OF DELIVERY AFTER RECEIPT OF ORDER: _____ N/A _____

WARRANTY: _____ N/A _____

Receipt is hereby acknowledged of the following addenda to the Specifications:

| | |
|----------------------------|----------------|
| Addendum No. 1 dated _____ | Received _____ |
| Addendum No. 2 dated _____ | Received _____ |
| Addendum No. 3 dated _____ | Received _____ |
| Addendum No. 4 dated _____ | Received _____ |

DOES YOUR BID MEET SPECIFICATIONS? YES _____ NO _____

IF NO IS INDICATED, ATTACH SHEET INDICATING EXCEPTIONS.

PLEASE CHECK THE FOLLOWING THAT WILL APPLY TO YOUR COMPANY:

Ownership of Firm (51% or more) _____ Non-Minority _____ Hispanic _____ Black _____ Other _____
 Minority (please specify) _____ Female Owned _____ Handicapped Owned _____
 Small Business (less than \$1,000,000 annual receipts or 100 employees) _____

CERTIFICATE OF CORPORATE BIDDER

BIDDERS

I, _____, CERTIFY
 THAT I AM _____
 (title) OF THE CORPORATION NAMED AS
 BIDDER HEREIN; THAT _____
 _WHO SIGNED THIS BID ON BEHALF OF THE
 BIDDER, WAS THEN _____
 _____, (title) OF SAID CORPORATION;
 THAT SAID BID WAS DULY SIGNED FOR AND
 ON BEHALF OF SAID CORPORATION BY
 AUTHORITY OF ITS GOVERNING BODY AND IS
 WITHIN THE SCOPE OF ITS CORPORATE
 POWERS.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor _____

Address _____

SIGNATURE OF OFFICER

Bidder _____

(Signature)

TYPE OR PRINT NAME

Bidder _____

(Print Name)

TITLE OF OFFICER

Position With Company _____

(Title)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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 box 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 7th 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

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**STATEMENT OF CITY CHARTER
PROVISION ON CONFLICT OF INTEREST**

The following provisions were adopted in an effort to avoid potential conflict of interest with prospective bidders and City employees or officers in the awarding of City employees or officers in the awarding of City contracts:

1. No officer, elected or appointed, or other employee of the City shall have a financial interest, direct or indirect, or by reason of ownership of stock or share exceeding one percent (1%) in a business entity contracting with the City. Nor shall such officer or employee be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services from such business entity, except on behalf of the City in his official capacity as an officer or employee.
2. Any willful violation of this provision shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit their office or position.
3. Any violation of this section with the knowledge expressed or implied of the person or business entity contracting with the City shall render the contract involved **null and void.** (Beaumont City Charter, Article XVII, Section 9.)

I, _____ (name) have read and hereby understand the aforementioned Beaumont City Charter provision prohibiting conflict of interest between City employees or officers and prospective bidders in the award of City contracts. I affirm, to the best of my knowledge and belief, that there is no conflict of interest between the herein stated person or business entity and any City officer or employee if a City contract is awarded. I further state that I have no outside interests that conflict or suggest a potential conflict of interest with the City. I understand that knowledge, express or implied, or concealment of such material fact could nullify and void any such City contract awarded.

If I am awarded this contract, I herein agree to report promptly any further situation that might involve or appear to involve me in any conflict of interest with the city.

SIGNED this the ____ day of _____, 20____.

Name

Title

**GENERAL CONDITIONS OF BIDDING
(Revised 6/30/11)**

FAILURE TO COMPLY WITH THESE GENERAL CONDITIONS OF BIDDING MAY RESULT IN THE BID BEING DISQUALIFIED.

1. BIDDING:

- A. All bids must be on blank forms furnished by the Purchasing Division, and must be written in ink or by typewriter. Pencil quotations will not be considered. The bid must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.
- B. **TIME & DATE:** Formal bids must be in the office of the City Clerk by 2:00 P.M., local time, on the day bids are due, unless otherwise specified; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. The City will not be responsible for the delivery of your bid to the office of the City Clerk. If you choose to send your bid by postal delivery then it is recommended that you call the City Clerk's office to verify receipt of your bid prior the bid opening. **Formal bids may NOT be faxed or e-mailed.**

Informal bids are due at the date and time stated in the bid document. **Informal bids may be faxed.**
- C. **WITHDRAWAL OF BID:** A bidder may withdraw his proposal before Council acceptance of his bid without prejudice to himself, by submitting a written request for its withdrawal to the City Clerk.
- D. Bids should show net prices, extensions and net total. In case of conflict between unit price and extensions, the unit price will govern.
- E. No change in price will be considered after bids have been opened.
- F. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he considers

comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he will be expected to furnish the article called for.

- G. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.
- H. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on the proposed substitute item, except in cases in which alternate bids are called for.
- I. All bids are to be delivered not later than the time stated in the specifications, F.O.B. Beaumont, Texas unless otherwise stated in the specifications an/or bid form.
- J. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the Purchasing Division offices.
- K. If there is an honest mistake in the bid, due to clerical errors, and the bidder calls attention thereto promptly, he will not be bound by the bid.
- L. Where the mistake was a result of bidder's negligence, and City has no knowledge of the mistake when bids were opened, and contract awarded, he will not be released and shall be bound by the bid.
- M. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.
- N. Sealed formal bids due in the City Clerk's office will not be accepted through facsimile equipment.

2. **TAXES:**

- A. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the 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. The Purchasing Manager, if satisfied as to the facts, will approve or issue the necessary certificates.

3. **AWARD:**

- A. The City reserves the right to consider and make awards of bids on articles of similar nature that in all respects will 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 reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities in the best interest of the City.

4. **BID DEPOSIT:**

- A. No bid deposit will be expected of bidder unless specifications expressly provide otherwise.
- B. When specifications expressly call for a bid deposit, the deposit may be in the form of a cashier's check, cash, a certified check made payable to the City of Beaumont or a bond. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder.
- C. When specifications call for a bid deposit, it should be placed in a separate bid envelope and enclosed with your bid. Should your bid deposit not be acceptable to the City, your bid will be returned.

5. **DELIVERIES:**

- A. Unless otherwise stated in the bid form or specification, deliveries must consist only of new and unused merchandise.
- B. Full fare must be allowed and no charge made for packages.
- C. In the event that 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 reserves the right to purchase said supplied in the open market. Upon any such breach of contract, the City reserves the right to proceed against the successful bidder and/or the surety on this bond for any and all damages occasioned by the breach.

6. **REJECTIONS:**

- A. Articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the

City Purchasing Manager or his/her designated representative.

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

7. **BILLING:**

- A. All bills are subject to approval by the Purchasing Manager.

8. **PATENTS:**

- A. The contractor agrees to indemnify and save harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, 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 Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes and used.

9. **CONDITIONS PART OF BID:**

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

10. **CONTRACT:**

- A. No formal contract will be executed. The following will comprise the contract between the City and the successful bidder:
 - i. Notice to Bidders,
 - ii. General Specifications,
 - iii. General conditions of bidding,
 - iv. The Bid Sheet(s),
 - v. Resolution awarding the bid.
- B. In case of conflict, the specifications shall be controlling.

11. **OSHA REQUIREMENTS:**

- A. The vendor or contractor hereby guarantees to the City of Beaumont, Texas, that all material, supplies and equipment as listed on the proposal, contract or

purchase order meets the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

12. **BIDS:**

- A. Bids must remain firm for thirty (30) days from the bid opening date to allow for award by Council, unless otherwise specified.

13. **DISCOUNTS:**

- A. Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum 10 days). Prompt payment discounts will not be considered for contract purchases.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

14. **DISCLOSURE FORMS:**

- A. **All forms must be signed and returned with your bid sheet.**

15. **EXCEPTIONS:**

- A. If exceptions are being taken to any part of specifications, have them listed separately on your letterhead and manually sign it.

16. **LOCAL BIDDER CONSIDERATION:**

- A. Should bids for goods and/or commodities be received from a local vendor and an out of town vendor, a sales tax impact analysis formula shall be applied to the local vendor's bid. If it is determined by its formula that the local vendor's bid generates more sales tax revenue to the City than the difference between the two bids, award may be made to the local vendor.

17. **PROTEST PROCEDURES** – Any actual or prospective bidder or proposer who believes they are aggrieved in connection with or pertaining to a bid or proposal may file a protest. The protest must be delivered in writing to the Purchasing Manager, in person or by certified mail, return receipt requested, prior to award. The written protest must include:

- A. Name, mailing address, and business phone number the protesting party;

- B. Appropriate identification of the bid or proposal being protested;
- C. A precise statement of the reasons for the protest; and
- D. Any documentation or other evidence supporting the protest and any alleged claims.

The Purchasing Division will attempt to resolve the protest, including at the Purchasing Manager's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to the Chief Financial Officer (CFO).

If the Purchasing Division is not successful in resolving the protest, the protesting party may request, in writing, that the protest be considered by the CFO. Applicable documentation and other information applying to the protest will be forwarded to the CFO, who will promptly review such documentation and information. If additional information is desired, the CFO may notify the necessary party or parties to the protest to provide such information.

If the CFO is not successful in resolving the protest, the CFO may forward to the City Manager a request for review. The decision of the City Manager will be final.

18. **PUBLIC INFORMATION ACT:**

- A. Texas Government Code, Chapter 552, gives you the right to access government records; and an officer for public information and the officer's agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

- B. To request information from this governmental body, please contact:

Tina Broussard, City Clerk
City Hall

Physical Address:

801 Main Street, Suite 125
Beaumont, TX 77701

Mailing Address:

P.O. Box 3827
Beaumont, TX 77704-3827

409-880-3740 Fax
409-880-3745 Phone

openrecords@ci.beaumont.tx.us

- 19. **WEBSITE** – Vendors are responsible for verifying all addendum to specifications downloaded from the City website.
- 20. **INTERLOCAL AGREEMENT** – Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Beaumont. The City of Beaumont is a participating member of several interlocal cooperative purchasing agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based upon the bid price, to any other participant.
- 21. **FORCE MAJEURE** – Neither the City nor the Contractor shall be required to perform any term, condition or covenant of this agreement so long as performance is delayed or prevented by force majeure.
- 22. **FUNDING OUT** – The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.
- 23. **TERMINATION** – This contract may be terminated by either party upon thirty (30) days written notice.