



SPECIFICATIONS

REQUEST FOR SEALED PROPOSALS

**PURCHASE OF
SULFUR DIOXIDE**

RFP NO. 24-006-02-22

INVITATION TO BID

Sealed Proposals addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 512 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **THURSDAY, FEBRUARY 22, 2024, 3:00 P.M.**, for the **PURCHASE OF SULFUR DIOXIDE** at which time they will be taken to the **CITY HALL CONFERENCE ROOM** and read aloud.

These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**REQUEST FOR SEALED PROPOSALS
PURCHASE OF SULFUR DIOXIDE
RFP NO. 24-006-02-22
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications can be obtained by calling the Purchasing Division (956)223-2204, by picking them up at the San Juan City Hall, 512 S. Nebraska Avenue, San Juan, Texas between the hours of 8:30 a.m. – 4:30 p.m., Monday thru Friday, or by downloading them from the City's web-site, www.sjtx.us.

Be advised that if a company downloads the bid specifications from the web page and is contemplating on submitting a proposal to provide the **PURCHASE OF SULFUR DIOXIDE**, the respondent must register with the Purchasing Division so that any changes/additions via Addendum can be forwarded to the company. Please download the specifications on our website. Any communication regarding this RFP is Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFP should be emailed to lmaldonado@sjtx.us including in the subject line "**PURCHASE OF SULFUR DIOXIDE – RFP NO. 24-006-02-22**". In all emails, please include in the subject line the RFP name and number and in body of the email, the company's name, address, phone and fax number, as well as the contact person.

The City of San Juan reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the City, and hold the proposals for a period of 60 days without taking action. Proposals submitted past the aforementioned date and time will not be accepted. Caution to those submitting proposals; those not in the proper form may be rejected.

CITY OF SAN JUAN
INSTRUCTION TO BIDDERS

Please read specifications thoroughly and make sure that the chemical(s) offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the chemical(s) be provided as specified.

SULFUR DIOXIDE

All specifications shown are the minimum and there is no intention to disqualify any bidder who can meet these specifications.

Proposals are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. One (1) original, one (1) copy and one (1) Electronic USB of bid must be completely filled out. Proposals are to be filed with the City of San Juan before opening day and hour. If a bid is submitted late, it will be returned to bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

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PURCHASE OF SULFUR DIOXIDE
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ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Sealed Proposals should be addressed as indicated above, with a return address label.

Proposals are to have full firm name and address of bidder and manually signed, failure to do so will disqualify bid. Person signing bid must show title or authority to bind his/her firm in a contract.

Proposals cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.

State sales tax must not be included in bid.

No substitution or cancellations permitted without written approval of City of San Juan.

Any additions, deletions, or variations from the following specifications must be noted. Any specifications not specifically mentioned which are necessary for the Purchase of Sulfur Dioxide to be ready for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

The number of days required to deliver chemical(s) after receiving order is to be stated in bid. Failure to state will obligate the bidder to complete delivery within two days.

If a delay is foreseen, bidder must give prior notice to the City of San Juan. The bidder must keep the City of San Juan advised of status of order. Default in promised of delivery (without acceptable reasons) or failure to meet specifications authorized by the City of San Juan to purchase such chemical(s) elsewhere and charge increase cost and handling to defaulting bidder.

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

Quote F.O.B. San Juan, Texas if not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified — extend and show total. In the events of discrepancies in extension, unit price will govern. Proposals subject to unlimited price increase will not be considered.

The city may hold proposals 60 days after opening without taking action. Bidders are required to hold their bid firm for the same period of time.

The City of San Juan reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

The Bidder agrees to indemnify and save harmless the City, the Purchasing Agent from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify the Purchasing Agent in writing at lmaldonado@sjtx.us and obtain clarification by addendum prior to submitting bid.

INSURANCE REQUIREMENTS

The Bidders agrees to carry adequate **General Liability and Automobile Liability Insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated by Preamble 110.110.** Bidders further agrees to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. **Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting proposal.**

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability	\$500,000 each occurrence
(City Named as additional insured)	
Bodily Injury & Property Damage Aggregate	\$1,000,000 each occurrence
Comprehensive Auto	\$1,000,000 each occurrence

The City of San Juan will execute payment by mail accordance to the State of Texas Pay Law after invoice has been received for those quantities of chemical that have been delivered. No other method of payment will be considered.

Where in this bid package chemical(s) is used, its meaning will refer to the Supply Contract for the purchase of Sulfur Dioxide.

All items (applicable if more than one) will be evaluated and awarded individually or in any combination thereof.

Number of days/or weeks stated on bid proposal form for complete delivery will be a factor in the evaluation and award of bid.

The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.

Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional two (2) years as approved by the City Commission (with one-year intervals.)

Delivery will be made on an as needed basis.

Payment will be made for delivered quantities only.

Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible proposal. Historical data can fluctuate up or down during the course of an annual contract period. The historical data may or may not be given consideration by bidders when submitting their proposals. Bidder will hold unit price(s) firm for the term of the contract period.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful bidder's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this solicitation for proposals shall be directed to Lori A. Maldonado by email at lmaldonado@sjtx.us. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective bidders via Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to the Purchasing Division at lmaldonado@sjtx.us.)

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements. Related forms included in Bid packet are to be completed and returned with Proposal.

The City of San Juan City Commission and City Manager are as follows:

- Mayor Mario Garza
- Mayor Pro-Tem Marco "Markie" Villegas
- Commissioner Leonardo "Lenny" Sanchez
- Commissioner Ernesto "Neto" Guajardo
- Commissioner Adina "Dina" Santillan

City Staff include:

- Benjamin Arjona, City Manager
- Juan Carlos Martinez, Public Utilities Director
- Leroy Gonzales, Director of Finance
- Lori A. Maldonado, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this RFP NO. 24-006-02-22.

Other Local Government Officers of the City of San Juan include the following:

1. Board and Commission members and appointed members by the Mayor and City Council;
2. Board Members of the San Juan Economic Development Corporation;
3. The Executive Director and staff of the San Juan Economic Development Corporation.

Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix A. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

DISQUALIFICATION

The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Juan;
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

FORM 1295 CERTIFICATE OF INTERESTED PARTIES

Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and signed please return the form with your proposal submission.

BUDGET APPROVAL

For purposes of this project, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, therefore providing the best value. Factors and weights to be considered to determine respondent providing the best value are as noted on the specification/requirements.

FAILURE TO COMPLETE PROJECT

Those submitting Proposals are advised that failure to complete the project within the time frame(s) allowed (after award of contract by email, fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this solicitation for proposals shall be directed to Lori A. Maldonado by email at lmaldonado@sjtx.us. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective bidders via Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

CONTRACT

Price quoted is to remain unchanged from March 1, 2024, ending on February 28, 2025, with the option to extend the contract. Original price quoted is to remain unchanged for another additional two (2) years ending February 28, 2027. The contract is renewed yearly, but the City Commission has the option not to renew the contract if the performance of the successful bidder is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and service to locations and exact spot(s) and as requested by designated by City personnel.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

CITY OF SAN JUAN

PROPOSAL FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF SULFUR DIOXIDE

I/We submit the following proposal for the purchase of Sulfur Dioxide according to the City of San Juan specification, less tax:

It is understood that the number of pounds of Sulfur Dioxide are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of two years from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

HISTORICAL ANNUAL USAGE

(20) 1-Ton Containers Wastewater Treatment

Base Proposal

Unit price 1-ton container and put in place \$_____

Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional two (2) years (on a year by year basis) as approved by the City Commission.

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone _____ hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price?

Yes _____ No _____

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached: _____

Please identify hours of operation: _____

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

Respectfully submitted this _____ day of _____, 2024.

Company: _____

Signature: _____

Title: _____

Email Address: _____

Address: _____

Telephone No.: _____

Fax Number: _____

Signed and executed in triplicate this _____ day of _____, 2024.

CITY OF SAN JUAN, TEXAS

BENJAMIN ARJONA, CITY MANAGER

ATTEST:

BRENDA ESCALANTE, CITY SECRETARY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **RFP NO. 24-006-02-22** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to **FEBRUARY 16, 2023**, so that they may receive any addendums to the specifications should the need arise.

City of San Juan
Attn: Lori A. Maldonado, Purchasing Agent
512 S. Nebraska Avenue, San Juan, Texas 78589
Phone: (956) 223-2204
lmaldonado@sjtx.us

Bidder: _____
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: _____
[Please print or type name] [Title]

Address: _____
[Mailing]

[Street, if different]

Telephone: _____
[Print or type telephone number]

Fax: _____
[Print or type telephone number]

Email: _____
[Print or type]