



**LEGAL NOTICE
AND
INVITATION TO BID**

11 MONTH SUPPLY OF CHEMICALS

BID# 2022-007-1007

All proposals to be submitted on or
Before: 10:00 A.M. (CST) October 21, 2022

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**LEGAL NOTICE
AND
INVITATION TO BID**

**11 MONTH SUPPLY OF CHEMICALS
BID# 2022-007-1007**

- 1- Sealed Bids **for Chemicals** will be received by the City of San Benito, c/o Office of the City Manager, at the San Benito Municipal Building, 401 North Sam Houston, San Benito, TX 78586 in envelope marked "**BID# 2022-007-1007**" for **11 MONTH SUPPLY OF CHEMICALS**, until **10:00 a.m., October 21, 2022**.

Bids Received After This Time Will Not Be Considered.

Bids will be publicly opened and read aloud on **October 26, 2022 at 10:00 a.m.** Bidders are invited to attend the bid opening at the San Benito Municipal Building Cesar Gonzalez Room.

Bid packages with the Specifications may be obtained at
<https://www.cityofsanbenito.com/DocumentCenter/Index/53>

Three (3) 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

**11 MONTH SUPPLY OF CHEMICALS
BID # 2022-007-1007**

This envelope shall be addressed to Office of the City Manager, at San Benito Municipal Building, 401 North Sam Houston, San Benito, TX 78586

The City of San Benito 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 City of San Benito The office of the City manager by the given deadline above. **No bids will be accepted via facsimile or electronic submission.**

The City of San Benito 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 City of San Benito.

INSTRUCTIONS TO BIDDERS

Please submit this page upon receipt.

Acknowledgment Form

11 MONTH SUPPLY OF CHEMICALS

BID# 2022-007-1007

For any clarifications, please contact the Office of the City Manager, at San Benito Municipal Building, 401 North Sam Houston, San Benito, TX 78586, E-mail mdelarosa@cityofsanbenito.com

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; obtained bid package from website:
<https://www.cityofsanbenito.com/DocumentCenter/Index/53>

Yes, I will be able to send a bid, please email the bid package.
Email: _____

Yes, I will be able to send a bid; please mail the bid package using the carrier & account number listed below:

Carrier: _____ Account: _____

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 mdelarosa@cityofsanbenito.com

This will ensure you remain active on our vendor list.

Date: _____

Company Name: _____

Authorized Representative: _____

Special Instructions

Contract Information

- **Interpretation**

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

City of San Benito,
Manuel De La Rosa,
City Manager,
San Benito Municipal Building 401 North Sam Houston,
San Benito, TX 78586

- **Tentative Time Line**

1. October 7, 2022 to October 21, 2022 - Vendors work on bid.
2. October 21, 2022 at 10:00 a.m. - **Vendor must submit one (3) set of bid documents sealed in an envelope to:**

City of San Benito,
C/o Manuel De La Rosa,
City Manager,
San Benito Municipal Building 401 North Sam Houston,
San Benito, TX 78586

11 MONTH SUPPLY OF CHEMICALS BID# 2022-007-1007

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

3. October 26, 2022- Open bids at 10:00 a.m.
4. October 28, 2022- Provide Final Recommendations
5. November 15, 2022 - Send to City Commission for approval

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.

- **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 from November 15, 2022 thru September 30, 2023**

- **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 City of San Benito. If a W9 not made available to City of San Benito, 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 City of San Benito 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 the location specified in the Purchase Order. The City Commission of the City of San Benito will place a contract for the products into effect by means of a purchase order issued by the City of San Benito after tabulation and final approval

- **City of San Benito, Rights**

1. If only one or no bid is received by "submission date", the City of San Benito 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 City of San Benito.
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 (The "City" and vendor/contractor) and if bidder/vendor holds original bid prices firm.
5. The right to terminate for cause of convenience all or any part of the unfinished portion of the project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: 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 City of San Benito for the City's convenience. In addition to any other remedies available under law or in equity, the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer Submitted by the Vendor may be disqualified for up to three (3) years, All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.
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 City of San Benito **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 City of San Benito 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 City of San Benito website.

BID FORM

Bid Number:	2022-007-1007
Item Being Bid:	11 MONTH SUPPLY OF CHEMICALS
Date Bids Due:	Friday October 21, 2022 @ 10:00 a.m.
Date Bids Opened:	Wednesday October 26, 2022 @ 10:00 a.m.

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

All chemicals must meet NSF specs and 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. Call and coordinate with Julio Gonzales at 956-893-0505. All products submitted as equal must be noted on the bid and the product information be submitted prior to bid opening for evaluation.

CHEMICAL AND PHYSICAL PROPERTIES

On the Alum's Physical and Chemical Properties are as follows:

- **Physical State: Liquid**
- **Appearance: colorless, clear amber**
- **Odor: Negligible odor**
- **Specific Gravity: 1.22 to 1.33**
- **Ph.: 2.1+/-0.5**

ITEM #	QTY	GAL / LBS	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
8	19,000	Gal	SODIUM CHLORITE SOLUTION WTP 1 & 2 Appearance and Odor: Clear, Water White to Yellow Liquid Slight Chlorine Odor PH @ 25° C ≥ 12 Formula: NaClO ₂ % Range 24.3-25.7 Density lb./gal@25% 10.2 specific gravity 1.2-1.25@25°C Density lb./gal @25°C10.2 Specific gravity 1.2-1.25@25°C Shipment: 500 Gallons		
9	84,000	Lbs.	CHLORINE GAS-100% WTP 1 & 2 Appearance and Odor: Greenish, Yellowish Gas, Strong Pungent Odor PH N/A Formula: Chlorine Gas (1 Ton Tank) Limited access. Must use truck, no trailer, normal delivery is 4 tanks.		

The City's payment terms are net 30 days. This contract shall be for a period of eleven (11) months from November 15, 2022 through September 30, 2023

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

MSDS 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 City of San Benito a valid Certificate of Insurance acceptable to the City of San Benito. 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 City of San Benito.

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 the five percent (5%) of the total awarded contract. This requirement only applies to 11 MONTH CHEMICAL SUPPLY BID, Cashier's or certified check will be returned after the third completed shipment

Bid Number:	2022-007-1007	
Item Being Bid:	12 MONTH SUPPLY OF CHEMICALS	
Date Bids Due:	Friday October 21, 2022 @ 10:00 a.m.	
Date Bids Opened:	Wednesday October 26, 2022 @ 10:00 a.m.	

The Purchase Order quantities are subject to City of San Benito 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 not 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

E-mail Address

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 City of San Benito office at San Benito Municipal Building 401 N. Sam Houston, San Benito TX 78586, in the presence of bidders and Administrative Staff. Bidder's attendance is optional. After tabulation and review, bids will be presented to the City Commission for award of contract. The City of San Benito reserves the right to review all bids submitted for a period of sixty (60) days after the date of bid opening.

How to Submit a Bid

All bids shall be submitted in letter size *sealed envelopes*, mailed or delivered to: **City of San Benito, c/o Manuel De La Rosa, City Manager, at San Benito Municipal Building 401 North Sam Houston, San Benito, TX 78586**, 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 City of San Benito 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 City of San Benito. 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 City of San Benito 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 City of San Benito 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 usages shown are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the City of San Benito 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 City of San Benito 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 City of San Benito 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 City of San Benito 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 City of San Benito 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 City of San Benito will consider trade discounts and other pricing features in each individual bid prior to determining the successful bidder.

The City of San Benito 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 City of San Benito would be eligible to purchase through such as HGAC, and Buyboard, etc. where available.

Submissions

Bidders must submit one (3) copies of BID-CONTRACT

- A. Unless otherwise specified, bidders must use BID-CONTRACT forms furnished by the City of San Benito. 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 City of San Benito, endorsed on or attached to the Contract.

Service and Parts

Bidders must be prepared to submit evidence to the City of San Benito, 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 City of San Benito 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 City of San Benito.

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 City of San Benito 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 City of San Benito unless other agreement is accepted by the City of San Benito.

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 City of San Benito.

Default Provision

In case of default by the bidder or contractor, the City of San Benito 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 City of San Benito 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 City of San Benito. 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 City of San Benito 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 City of San Benito facilities listed on the specifications sheet. Title to the purchased goods does not pass until the item(s) is received by the City of San Benito.

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 City of San Benito prior to the specified time of opening. Formal bids, amendments thereto, or requests for withdrawal of bids received by the Office of the City Manager, after time specified for bid opening will not be considered.

Taxes

The City of San Benito is exempt from Federal Excise Tax and Texas Sales Tax and same shall not be charged to the City of San Benito.

Hold Harmless Agreement

The successful bidder shall agree to save and hold harmless and defend the City of San Benito 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.

Bid Costs

All Bid costs are the responsibility of the bidder. City of San Benito will not be liable for any costs incurred in proposal preparation, presentation or contract negotiation.

Further Information or Clarification

Before submitting a Bid, 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 Office of the City Manager of the City of San Benito no later than five (5) business days prior to the date of the receipt of bids. The Office of the City Manager of the City of San Benito 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 City of San Benito nor the City Manager will be responsible for any oral instructions.

City of San Benito 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 City of San Benito shall be the sole determiner of the appropriateness of your request and whether it shall issue a response.

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

Your request is to be submitted to:

City of San Benito
Manuel De La Rosa, City
Manager
San Benito Municipal
Building
401 North Sam Houston,
San Benito, TX 78586

ATTACHMENTS

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	Must file online at www.ethics.state.tx.us/File
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

NON-COLLUSION AFFIDAVIT

THE STATE OF _____

COUNTY OF _____

_____ (print-type name), being first duly sworn, deposes and says that:

1. He/she is the _____ (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid:
2. He/she is fully informed respecting the preparation and contents of the attached Bid
3. Such Bid is genuine and is not a collusive or sham bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the AGENCY or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties on interest, including this affiant.

_____	_____
Signature	Title

THE STATE OF _____

COUNTY OF _____

Before Me, the undersigned authority, a Notary Public in and for _____, on this day personally appeared _____ known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, A.D., 20____.

	Notary Public Signature

Seal

PLEASE SIGN AND RETURN WITH BID

MATERIAL AND/OR SERVICE AGREEMENT-CONTRACT

THIS AGREEMENT made and entered into this _____ day of November 2022, by the City of San Benito, a municipality of the State of Texas, hereinafter referred to as City, and _____, County of _____, State of _____.

For the consideration set forth herein, the parties agree as follows:

1. _____ being the lowest and/or best bidder, shall provide to the City the _____ following: _____ Materials and service described above shall be provided in accordance with the bid made by _____, pursuant to the Notice to Bidders and specifications on file in the Finance Office of the City and by reference made a part hereof as if set forth herein in full.
2. City shall pay the price and amount set forth in _____ Bid upon delivery to and acceptance by the City of herein described and on filling by _____.
3. This agreement shall be inoperative during such period as delivery or acceptance may be rendered impossible due to fire, strike act of God, government regulation or other cause beyond the control of either party.
4. This agreement shall be binding on the assigns and successors of the parties.

In witness whereof, the parties have executed this agreement at San Benito, Texas, the day and year first above written.

ATTEST:

CITY OF SAN BENITO

Ruth A. McGinnis
City Secretary

By: _____
Ricardo Guerra
Honorable Mayor

Company Name

(CORPORATE SEAL)

By: _____

Name and Title

BID FORM

Bid Date: _____

Name of Bidder: _____

Address: _____

To: City of San Benito
401 North Sam Houston
San Benito, Texas 78586

Bid No. _____

Date: _____

_____ has received and reviewed a complete set of the **Contract Documents and Bidding Requirements for the Chemicals to be provided and agrees to the following.**

1. This Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving Bids.
2. To enter and execute a Contract with the City of San Benito, if awarded based on this Bid.
3. In order to be eligible to submit a Bid or proposal, a firm or individual must, at the time of receipt of bids or proposals:
 - Hold the required applicable state professional license in good standing, if any.
 - Hold all required applicable federal license in good standing if any.
4. The City of San Benito reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, and/or to accept the Bid or any portion thereof that, in its judgment, will be in the best interest of the City of San Benito.