



SPECIFICATIONS

REQUEST FOR SEALED PROPOSALS FOR THE PURCHASE OF SODIUM CHLORITE (NaClO₂)

RFP NO. 25-009-05-06



NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **RFP NO. 25-009-05-06** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to APRIL 30, 2025, 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]

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 **TUESDAY, MAY 6, 2025 at 2:00 P.M.**, for the **PURCHASE OF SODIUM CHLORITE (NaClO₂)** at which time they will be taken to the **CITY HALL EOC 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 SODIUM CHLORITE (NaClO₂)
RFP NO. 25-009-05-06
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 SODIUM CHLORITE (NaClO₂)**, 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 SODIUM CHLORITE (NaClO₂) – RFP NO. 25-009-05-06**". 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
INSTRUCTIONS TO RESPONDENTS**

Please read the specifications/requirements thoroughly and be sure that the service to deliver Sodium Chlorite Solution offered complies with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated on letterhead attached to proposal. If no exceptions are noted, and you are the successful Respondent, it will be required that the service to deliver sodium chlorite solution (NaClO₂) be provided as specified by the proposal.

PURPOSE

The purpose of these specifications/requirements and proposal documents are to execute a contract for:

THE SERVICE TO DELIVER SODIUM CHLORITE SOLUTION

INTENT

The service to deliver sodium chlorite solution to be furnished under this RFP shall be in accordance with these specifications/requirements. All specifications/requirements shown are minimum. There is no intention to disqualify any Respondent who can meet these specifications.

SUBMITTAL OF RFP

Proposals will be submitted in a sealed envelope; the envelope must have the respondents name and return address and be marked on the outside as follows:

**REQUEST FOR SEALED PROPOSALS
PURCHASE OF SODIUM CHLORITE (NaClO₂)
RFP NO. 25-009-05-06
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Respondents shall be required to submit proposal on the Request for Proposal form. Proposals submitted by fax or electronically will not be accepted. Submittal of a proposal in response to this Request for Proposals constitutes an offer by the Respondent and if accepted by the City constitutes a Contract. Proposals which do not comply with these specifications/requirements may be rejected at the option of the City. Proposals must be filed with the City of San Juan, before opening day and hour. No late proposals will be accepted. Proposals cannot be altered or amended after the opening time of the RFP. Any changes made before opening time are to be initialed to guarantee authenticity. Person signing proposal must show title or authority to bind his/her firm in a contract.

Respondent shall submit their proposal via a complete original request for proposal packet along with their supporting documentation and the same original proposal shall be provided via an electronic PDF file (USB) with their original sealed proposal, to be presented in a City Commission meeting.

LITIGATION SUMMARY

A litigation summary that briefly describes any claims or lawsuits that have been filed within the last ten (10) years against the respondent individual or firm that relates to the services performed by the respondent individual or firm must be submitted. Identify the claim or lawsuit by naming the adverse party, case number, jurisdiction where filed and current status and/or outcome of the claim or lawsuit. **If no summary is given or if a general statement is given that refers the City to inquire with a respondent individual's counsel or firm's counsel, the RFQ, RFB, RFP or CSP may be considered NON-RESPONSIVE and eliminated from consideration.** This statement may be submitted as a separate document, but must be provided at the same time that the RFQ, RFB, RFP or CSP is submitted.

SALES TAX

State sales tax must not be included in proposal.

SUBSTITUTIONS

No substitutions or cancellations permitted without written approval from the City of San Juan.

NO PROPOSAL RESPONSE

If unable to quote, Respondent should return inquiry giving reasons. Failure to comply will obligate the City of San Juan to remove non-responsive Respondents from Respondent's list.

VARIATIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. Any parts not specifically mentioned which are necessary for the service to deliver sodium chlorite solution (NaClO₂) shall be furnished by the successful Respondent.

TIME ALLOWED FOR ACTION TAKEN

The City may hold proposals for 60 days after RFP opening without taking action. Respondents shall be required to hold their proposals firm for the same period of time.

RIGHT TO REJECT/AWARD

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, and to make sure awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, the Purchasing Department and City Staff, 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 shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to the Purchasing Division, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

PAYMENT

The City of San Juan will execute payment by mail in accordance with the State of Texas Prompt Payment Act after the delivery of sodium chlorite (NaClO₂) has been found to meet the City of San Juan specifications/requirements. No other method of payment will be considered.

ASSIGNMENT

Neither the Respondents' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Division for the City of San Juan.

INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this request for proposals shall be directed to the designated individuals as outlined in the proposals. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective Respondents 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 Respondent 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).

RIGHT TO WAIVE

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

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 Respondent 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 Respondent 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 proposal, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Respondents 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.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, the Purchasing Division and City Staff, 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 shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to the Purchasing Division, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

CONFLICT OF INTEREST

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

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 RFQ packet are to be completed and returned with RFQ.

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

- Mayor Mario Garza
- Mayor Pro-Tem Marco "Markie" Villegas
- Commissioner Ernesto "Neto" Guajardo
- Commissioner Adina "Dina" Santillan
- Commissioner Jesus "Jesse" Ramirez

City Staff include:

- Tirso Garza, Interim 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. 25-009-05-06. See included example on how the form can be completed.

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;

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.

INSURANCE REQUIREMENTS

The Respondent 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. Respondent 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	\$1,000,000 each occurrence
(City Name as additional insured)	
Bodily Injury & Property Damage Aggregate	\$1,000,000 each occurrence
Comprehensive auto	\$1,000,000 each occurrence

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

Respondents are advised that failure to complete the project within the time frame(s) allowed (after award of contract by 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.

CONTRACT

It is understood that the number of gallons of Sodium Chlorite Solution (NaClO₂) are based on historical usage and is provided as an aid to assist Respondents 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 from May 1, 2025, ending on April 30, 2026, with the option to extend the contract. Original price quoted is to remain unchanged for another additional two (2) years ending April 30, 2028. The contract is renewed yearly, but the City Commission has the option not to renew the contract if the performance of the successful Respondent is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel. The City of San Juan Reserves the right to negotiate any proposed price increase due to the increase in raw material cost or other unforeseen costs outside of the Respondent's control. All price increases must be mutually agreed on the City of San Juan and the Respondent. If an agreement cannot be reached the Respondent agrees

to allow a three (3) month extension at the same price to allow the City to advertise and negotiate a new service agreement.

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 Respondent shall be afforded the same right to terminate the contract in the same manner.

**INSTRUCTION TO RESPONDENTS
FOR THE SERVICE TO DELIVER SODIUM CHLORITE SOLUTION (NaClO₂)**

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 RFP. If no exceptions are noted, and you are the successful Respondent, it will be required that the chemical(s) be provided as specified.

SODIUM CHLORITE SOLUTION

All specifications shown are minimum.

RFQs are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. Each proposal must be completely filled out. Proposals are to be filed with the City of San Juan before opening day and hour. If a proposal is filed late, it will be returned to Respondent unopened. Failure to meet the RFP requirements may be grounds for disqualification.

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

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

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 chlorine to be ready for use or which are normally furnished as standard equipment shall be furnished by the successful Respondent and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

Delivery of product shall be no more than five (5) days after notification by authorized City personnel.

If a delay is foreseen, Respondent must give prior notice to the City of San Juan. The Respondent 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 Respondent.

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 Respondent.

Quote F.O.B. San Juan, Texas if not quoting, show guaranteed exact cost to deliver. Proposal 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. Respondents are required to hold their proposal 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 Respondent agrees to indemnify and save harmless the City, the Purchasing Department, and all City Staff 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 to Lori A. Maldonado, Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

Respondent will carefully examine RFP forms, specifications, and instruction to Respondents. Should the Respondent find discrepancies in, or omissions from RFP forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify Lori A Maldonado, Purchasing Agent. The City of San Juan will execute payment by mail accordance to the State of Texas Payment Act 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 proposal package chemical(s) is used, its meaning will refer to the Supply Contract for the purchase of Sodium Chlorite Solution.

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

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.

It is understood that the number of gallons of Sodium Chlorite (NaClO_2) are based on historical usage and is provided as an aid to assist Respondents 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 from May 1, 2025, ending on April 30, 2026, with the option to extend the contract. Original price quoted is to remain unchanged for another additional two (2) years ending April 30, 2028. The contract is renewed yearly, but the City Commission has the option not to renew the contract if the performance of the successful Respondent is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel. The City of San Juan Reserves the right to negotiate any proposed price increase due to the increase in raw material cost or other unforeseen costs outside of the Respondent's control. All price increases must be mutually agreed on by the City of San Juan and the Respondent. If an agreement cannot be reached the Respondent agrees to allow a three (3) month extension at the same price to allow the City to advertise and negotiate a new service agreement.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful Respondent'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 Respondent shall be afforded the same right to terminate the contract in the same manner.

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 proposals. 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 Respondents when submitting their proposals. Respondent will hold unit price(s) firm for the term of the contract period.

The Respondent's Sodium Chlorite solution must be approved and registered with the Environmental Protection Agency (EPA); be acceptable to the Texas Commission on Environmental Quality (TCEQ) and conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for use in public potable water systems.

The solution shall conform to:

Active Ingredient:	25%(+/-1%by wt.) NaClO_2
Inert Ingredient:	75%(+/-1%by wt.) H_2O
Appearance:	Pale yellow slightly hazy liquid

Shelf Life: One (1) year minimum

Density: 10.1 to 10.2 lbs./gallon

Product Bulletins, Material Safety Data Sheets (MSDS), and a certificate of analysis, including chlorite and chlorate concentrations shall be provided for each truck load of Sodium Chlorite solution delivered.

Respondent shall include a calculation of the amount of sodium chlorite in gallons it takes to generate 100 pounds of chlorine dioxide, assuming 100% conversion.

Respondent shall provide signage and warning of hazard in the storage and generation areas.

Deliveries of Sodium Chlorite shall be drivers thoroughly trained and familiar with related hazards, safety measures, and spill clean-up procedures. All spills and leakage, regardless of size, shall be properly and immediately cleaned up by the Respondent's personnel.

All drivers delivering sodium chlorite will have received certified training, including a Chlorine Dioxide Safety and Handling Video.

1. Proper labeling, including hazard warnings, will be required on all delivery trucks.
2. Safety loading and unloading checklists will be used and signed before any chemical is delivered.

Respondent shall guarantee pricing for the duration of the contract.

Delivery of product shall be no more than five (5) days after notification by authorized City Personnel.

Respondent agrees not to charge the City of San Juan, San Juan Utilities Department any fuel surcharges.

Respondent shall submit proposal based on a price per pound of specified Sodium Chlorite (NaClO_2) solution.

Estimated Annual Use:

WTP No. 1: 800 gallons

WTP No. 2: 5000 gallons

Respondent shall submit proposal based on a price per pound of specified sodium chlorite solution, shall be F.O.B. City of San Juan and include deposit, rent, or demurrage charges if applicable. The City will not be responsible for any additional costs not included in the proposal price.

Delivery Location:

WTP No. 2
2111 North Veterans Road ("I" Road)
San Juan, Texas 78589

Sgt Trevino Reservoir
811 Sgt Lionel Trevino
San Juan, Texas 78589
CITY OF SAN JUAN
SODIUM CHLORITE SOLUTION

The company will submit the following proposal for the Service to Provide Sodium Chlorite Solution according to the City of San Juan specification, less tax:

It is understood that the number of gallons of Sodium Chlorite Solution (NaClO₂) are based on historical usage and is provided as an aid to assist Respondents 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 from May 1, 2025, ending on April 30, 2026, with the option to extend the contract. Original price quoted is to remain unchanged for the additional two (2) years ending April 30, 2028. The contract is renewed yearly, but the City has the option not to renew the contract if the performance of the successful Respondent is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel. The City of San Juan Reserves the right to negotiate any proposed price increase due to the increases in raw material cost or other unforeseen costs outside of the Respondent's control. All price increases must be mutually agreed on by the City of San Juan and the Respondent. If an agreement cannot be reached the Respondent agrees to allow a three (3) month extension at the same price to allow the City to advertise and negotiate a new service agreement.

Base Proposal

Unit price per gallon and installed \$ _____

Unit Price

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

Delivery and quantity to be on an as needed basis.

Is Respondent 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 hour of operation_____.

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

Respectfully submitted this _____ day of _____, 2025.

Company: _____

Signature: _____

Print Name: _____

Title: _____

Address: _____

Email: _____

Telephone No: _____

Fax Number: _____

CITY OF SAN JUAN, TEXAS CONTRACT AGREEMENT

An agreement made and entered into this the _____ day of _____, 2025 by
and between _____ of _____.

(Name) (City and State)

Herein after called the Firm and the City of San Juan, Texas, hereinafter called the City, **WITNESSETH**, that the Firm and the City for the consideration hereinafter named, agree and as follows:

1. That the entire Request for Proposal including all documents provided in the Request for Proposal hereto attached or herein referred to shall be and are hereby made a part of the agreement and contract.
2. The Firm shall perform all of the work as set forth in this Proposal in strict accordance with the specifications, which have been made a part of this contract in the manner, time, and place as therein set forth.
3. In consideration whereof, the City agrees to pay to the Vendor the amounts provided in the attached Proposal, being the product of the unit prices therein set forth, used during performance of the contract, all in the time and manner as set forth in the Contract Documents.

WITNESS:

(Firm Name)

(Signature/Title)

City of San Juan
(Owner's Name)

Mayor's Signature

Interim City Manager's Signature

ATTEST:

City Secretary _____

City Attorney