

## CHEMICAL GENERAL INSTRUCTIONS TO BIDDERS

- 1.1 **Applicability** – These instructions form a part of the contract and/or any purchase order issued for merchandise and/or services, and shall be included as part of the specifications and bid form issued herewith. These instructions shall apply unless otherwise stated in the special instructions to bidders.
- 1.2 **Bidder's Copy** – Bidder should keep a duplicate copy of their package for their files.
- 1.3 **Taxes** – Any tax from which the municipality is exempt must not be included in the bid price.
- 1.4 **Trade Identification** – Specify trade name(s) or brand(s) to be offered by Bidder.
- 1.5 **Material Quality** – All products and/or optional equipment offered in response to this bid request must be new. No items of demonstrator, leased, reconditioned, rebuilt, repossessed or used nature will be considered.
- 1.6 **Inspection** – Upon receiving items(s) they will be inspected for compliance with the bid specifications. If the item(s) do not pass inspection the vendor will be required to pick up the rejected item(s) at the delivery point and provide the necessary repairs or replacement and return the item(s) in new condition to the original point of delivery.
- 1.7 **Destination Charges** – All products offered shall be bid F.O.B. final destination with all delivery charges to be prepaid by the Bidder.
- 1.8 **Packing** – Bidder must include the cost of boxing and cartage, if required, to prevent damage to shipment.
- 1.9 **Firm Pricing** – All prices submitted by Bidder must be firm for sixty (60) days from the date designated as bid opening date as listed on the Invitation for Bid to allow sufficient time for review and consideration for award by City Council.
- 1.10 **Invoicing Terms and Conditions** – Bidder must note payment terms and all discounts allowed for early payment consideration.
- 1.11 **Delivery** – Bidder shall bid best possible delivery, stated in days, from point of award, including Saturday and Sunday. **ALL VENDORS MUST PROVIDE THE CITY WITH DOCUMENTATION FOR EACH DELIVERY DRIVER SHOWING TRAINING CERTIFICATION. EACH DRIVER MUST HAVE THIS DOCUMENTATION AVAILABLE AT ALL TIMES.**
- 1.12 **Proposal Form** – The Bidder's proposal must be submitted on the proposal form provided by the City of Mount Pleasant and attached thereto. The proposal must be executed, signed and dated by a duly designated representative or agent of the Bidder's company. Bidders must fill in all blank columns on items being bid, such as bidder's brand name and number, unit price and total price. This information must be clear and concise. Unit price and total columns must be calculated correctly by the Bidder or Bid may be rejected.
- 1.13 **Proposal Closing Time** – All Bids must be delivered to the City Hall, Attn: Purchasing Agent, 501 N. Madison, Mount Pleasant, Texas, 75455-3650 and clearly marked as directed and sealed (non-sealed bids will not be accepted), by no later than the stated opening time of the bid opening date designated in the Invitation for Bid. Any bid not properly marked and opened by mistake will not be considered and will be returned to

Bidder. All Bids received after the designated opening time and date will be returned unopened.

- 1.14 **Proposal Opening** – On the date and at the time specified in the Invitation to Bid, each and every bid will be publicly opened and read aloud.
- 1.15 **Liens** – Bidder agrees to indemnify and save harmless the City of Mount Pleasant, Texas against any and all liens and encumbrances for all goods and services which may be provided under this Invitation for Bid, by seller or seller(s) and if the City of Mount Pleasant, Texas requests a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City of Mount Pleasant, Texas.
- 1.16 **Price Fixing** – In submitting attached Bid Proposal, Bidder thereby certifies that they have not participated in nor been part to any collusion, price fixing or any other agreements with any company, firm or person concerning the pricing on the enclosed bid.
- 1.17 **Payment** – Payment for services performed and/or merchandise received shall be on the 10<sup>th</sup> of each month after receipt of proper invoice except where discounts apply. Payment will be made only after proper delivery installation, and inspection of services and/or merchandise.
- 1.18 **Overcharges** – In submitting attached Bid Form, Bidder thereby agrees and assigns to the City of Mount Pleasant, Texas any and all claims for overcharges associated with this contract which arise under the Antitrust Laws of the United States, 16 U.S.C.A. Sec. 2 et seq. (1973).
- 1.19 **General Conditions** – Failure by vendor to comply with subject specifications and conditions within this Invitation for Bid package will result in a delay in processing invoices, or may ultimately result in the City of Mount Pleasant seeking items or services bid from other sources.
- 1.20 **Communication Requirements** – All questions concerning this Invitation for Bid, Instructions to Bidder, or Specifications must be directed to the Purchasing Agent at (903)575-4000
- 1.21 **Evaluation Factors**
  - a) Lowest Total Cost – The City of Mount Pleasant will award a purchase order and contract to the “lowest and best responsible” bid or proposal. Price, quantifiable factors, and other factors are considered. This would include specifications, delivery requirements, the initial purchase price, life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value and other factors contributing to the overall acquisition and/or cost of item. Our purpose is to provide goods and services at the lowest total cost to the City.
  - b) Other Factors – Consideration may be given, but not necessarily limited to, conformity to the specifications, product warranty, a bidder’s proposed service, ability to supply and provide service, delivery to required schedules, and past performance in other contracts with the City; including timely delivery.
  - c) Reservations – The City of Mount Pleasant, Texas expressly reserves the right to:
    - 1) Waive as an informality, any bid proposal with minor deviations from specifications which has a lower price than the low bid meeting all aspects of the specifications, and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

- 2) Waive any defect, irregularity or informality in any bid or bidding procedure;
  - 3) Reject or cancel any, all, or portions of a bid.
  - 4) Reissue a bid invitation;
  - 5) Extend the bid opening time and date;
  - 6) Procure any items by other means;
  - 7) Increase or decrease the quantity specified in the bid invitation, unless the bidder specifies otherwise;
  - 8) Consider and accept an alternate bid as provided herein when in the best interest of the City of Mount Pleasant.
- d) Changes – Any changes to bid invitation or requests for proposals will be made by amendment or addendum.

1.22 **Termination of Contract** – **CONTRACT PERIOD 10/01/20-09/30/2021**. This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Mount Pleasant reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the City.

1.23 **Termination for Default** – The City of Mount Pleasant reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The city reserves the right to terminate the contract immediately in the event the successful bidder falls to:

- 1) Meet schedules;
- 2) Defaults in the payment of any fees; or
- 3) Otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this Bid, agrees that the City shall not be liable for damages in the event that the City declares the bidder in default.