

NOTICE TO BIDDERS

The City of Donna will receive **SEALED BIDS** addressed to **Utilities Department**, and submitted to the City Secretary's Office located on the 307 S. 12th St, Donna, Texas, 78537 until **3:00 p.m. on September 15, 2022**, for Supply Contract for Purchase of Chlorine. Any bid received after the closing time will not be accepted and returned to the bidder unopened.

SUPPLY CONTRACT FOR PURCHASE OF CHLORINE BID NO.: 2022-015

Specifications may be obtained from the City of Donna Utilities Department at 114 S 13th St, Donna, TX 78537 or by calling (956) 464-7861, Monday thru Friday between 8:00 am to 5:00 pm. If any questions, please contact Jonas Gonzalez, Utilities Director at (956) 464-7861.

The City of Donna reserves the right to refuse and reject any of all formalities or technicalities or to accept the bid it considers being best and most advantageous to the city, and holding the bids for a period of 30 days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

Bid proposals must be clearly marked on the envelope

**City of Donna
Chlorine Contract
General Conditions and Agreement**

- 1.) Contractor proposes and offers to furnish to the City of Donna all of the City's Chlorine needs at unit prices stated on bid form official date of award to end of September 2022. Prices quoted are to remain unchanged for the awarded contract term. The Contract shall commence as stated in the Agreement until the stated expiration date unless terminated earlier in accordance with the contract. The City of Donna reserves the right to extend the Supply Contract for an additional two (2) contract periods if the satisfactory and the unit prices(s) remain firm. Any renewal of the contract terms shall be based on: (1) City of Donna fiscal years: October 1, 2022 – September 30, 2023; and (2) October 1, 2023 - September 30, 2024. If price remains firm, the City of Donna reserves the right to continue to extend the contract for additional one year terms as may be allowed by law.
- 2.) Contractor agrees to allow the City of Donna an overall inventory of twelve (12) 1-ton containers and twenty-one (21) 150 lbs. cylinders on sites at all times. Breakdown: twelve (12) 1-ton containers, six (6) 150 lbs. cylinders at the Water Treatment Plant- 801 South Hutto Road, and fifteen (15) 150 lbs. cylinders at the Wastewater Treatment Plant-1800 South River Road, Donna, TX. The City of Donna has the right to increase and decrease the amount of inventory necessary at each site to meet all federal, state, and local regulations without penalty of a unit price increase which include but not limited to purchasing, delivering, maintenance, storage, fuel charges, demand charges, etc. No extra charges will be assessed.
- 3.) Contractor agrees to deliver additional 1-ton containers and 150 lbs cylinders as needed by City of Donna within a period of three (3) calendar days after notification by telephone. Contractor must be able to delivery 365 days a years, unless an of Act of God prevents compliance.
- 4.) Neither the Contractor nor its employees, agents, or assigns engaged in the delivery and off-loading of the goods shall be considered employees of the City. The method and manner of performance of such undertaking shall be under the exclusive control of the contractor's delivery personnel. The City shall have the right of inspection of said undertaking at any time.
- 5.) All 1-ton containers and 150 lbs cylinders and their contents delivered by Contractor shall meet all applicable federal and/or state laws and safety requirements.
- 6.) Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and save harmless City, its agents, servants, and employees, officials, and insurers ("Indemnities") from any and all liabilities, losses, damages, or expenses, including attorney's fees resulting from the negligent acts or omissions of Contractor, its employees, officers, agents or assigns while in performance of this Agreement.
- 7.) The City of Donna reserves the right to terminate the contract with or without cause. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement.
- 8.) Contractor agrees not to charge the City of Donna any rental demurred charges.
- 9.) Contractor shall furnish the City of Donna upon request with factual information as to existence and financial stability of company, along with a list of present cities being serviced and a laboratory test

report of their Chlorine from an accredited chemical testing laboratory company. Laboratory test report shall be at the expense of the contractor.

- 10.) Any threats made to any employee of the City, be verbal or written, to discontinue the delivery of chlorine or refusal to deliver chlorine for whatever reason or reasons shall be considered a breach of contract and the City will immediately sever the contract with the contractor and purchase the chlorine elsewhere.
- 11.) Contractor agrees **NO** extra charges of any type will be assessed during the contract period.
- 12.) Award of contract shall commence upon formal acceptance by the elected governing body and signature on contract from both parties and expire on September 30, 2024 unless terminated sooner.
- 13.) This is a proposal and offer by Contractor to the City and shall not be binding upon City unless accepted and signed by City Manager of Donna, TX.
- 14.) Delivery will be made on “as needed” basis. Payment will be made for delivered quantities only, in accordance with State of Texas Pay Law.

Accepted and agreed to this _____ day of _____, 2022.

Contractor Signature

City Manager of Donna, TX

Print/Type Name

Contractor's Title

Company

Bidder's Company Name _____

Unit Price per 1-ton container delivered and put in place-\$ _____

Unit Price per 150 lbs cylinder delivered and put in place-\$ _____

Delivery Time (hours or days) _____

Able to delivery 365 days a year (Yes or No) _____

Respectfully submitted this ____ day of _____, 2022

Signature: _____

Print/Type Name: _____

Title: _____

Company: _____

Address: _____

Telephone NO: _____

Fax Number: _____

E-Mail Number: _____



Material Safety Data Sheet

Product Name: Chlorine

Revision date: R1-01/00/2018

Section1: Manufacturer and Substance Identification:

CHEMFAB ALKALIS LIMITED

Gnanananda place

Kalapet

Puducherry- 605014

India.

UN #: 1017

Molecular mass: 70.9

SECTION: 1. Product and company identification

Emergency Contact number: 0413- 2655111-113

Email: chemfabalkalis@draaholings.com

Website: www.chemfabalkalis.com

AMAI CERN NO: 1800-11-1735

SECTION 2: Composition/Information on ingredients

Substance		
Name	Product identifier	%
Chlorine (Main constituent)	(CAS No) 7782-50-5	99.8 (min)

SECTION 3 : Hazard identification





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SECTION 4: First Aid Measures

EXPOSURE		AVOID ALL CONTACT!	IN ALL CASES CONSULT A DOCTOR!
Inhalation	Cough. Sore throat. Shortness of breath. Wheezing. Labored breathing. Symptoms may be delayed. See Notes.	Use breathing protection, closed system or ventilation.	Fresh air, rest. Half-upright position. Refer immediately for medical attention. Artificial respiration may be needed. See Notes.
Skin	ON CONTACT WITH LIQUID: FROSTBITE. Redness. Burning sensation. Pain. Skin burns.	Cold-insulating gloves. Protective clothing.	First rinse with plenty of water for at least 15 minutes, then remove contaminated clothes and rinse again. Refer immediately for medical attention.
Eyes	Watering of the eyes. Redness. Pain. Burns.	Wear face shield or eye protection in combination with breathing protection.	Rinse with plenty of water for several minutes (remove contact lenses if easily possible). Refer immediately for medical attention.
Ingestion		Do not eat, drink, or smoke during work.	

SECTION 5: Fire Fighting Measures

TYPES OF HAZARD / EXPOSURE	ACUTE HAZARDS / SYMPTOMS	PREVENTION	FIRST AID / FIRE-FIGHTING
FIRE	Not combustible but enhances combustion of other substances. Many reactions may cause fire or explosion.	NO contact with incompatible substances. See Chemical Dangers.	In case of fire in the surroundings, use appropriate extinguishing media.

SECTION 6: Accidental Release Measures



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General measures

: **DANGER: Oxidizing gas. Corrosive.** Evacuate personnel to a safe area.

Wear a self-contained breathing apparatus and appropriate personal protective equipment (PPE).

Approach suspected leak area with caution. Remove all sources of ignition. Toxic, corrosive vapor can spread from spill. Contact with flammable materials may cause fire or explosion. Ventilate area or move container to a well-ventilated area. Before entering the area, especially a confined area, check the atmosphere with an appropriate device. Prevent from entering sewers, basements and work pits, or any place where its accumulation can be dangerous.

SECTION 7: Handling and Storage

Precautions for safe handling

: Do not breathe gas/vapor. Avoid all contact with skin, eyes, or clothing.

Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Wear leather safety gloves and safety shoes when handling cylinders. Protect cylinders from physical damage; do not drag, roll, slide or drop. While moving cylinder, always keep in place removable valve cover. Never attempt to lift a cylinder by its cap; the cap is intended solely to protect the valve. When moving cylinders, even for short distances, use a cart (trolley, hand truck, etc.) designed to transport cylinders. Never insert an object (e.g, wrench, screwdriver, pry bar) into cap openings; doing so may damage the valve and cause a leak. Use an adjustable strap wrench to remove over-tight or rusted caps. Slowly open the valve. If the valve is hard to open, discontinue use and contact your supplier. Close the container valve after each use; keep closed even when empty. Never apply flame or localized heat directly to any part of the container. High temperatures may damage the container and could cause the pressure relief device to fail prematurely, venting the container contents.

SECTION 8: Exposure Controls/Personal Protection:

Chlorine (7782-50-5)	
TLV-TWA (ppm)	0.5 ppm
TLV-STEL (ppm)	1 ppm

: Wear safety glasses with side shields. Wear goggles and a face shield when trans filling or Breaking transfer connections. Provide readily accessible eye wash stations and safety



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Showers. Wear safety glasses with side shields or goggles when trans filling or breaking transfer
: Wear metatarsal shoes and work gloves for cylinder handling, and protective clothing.

SECTION 9: Physical and Chemical Properties.

Physical state : Gas
Appearance : Greenish-yellow gas. Amber liquid (under pressure).
Molecular mass : 70.92 g/mol
Color : Greenish yellow gas.
Odor : Pungent.

pH : Not applicable.

Relative evaporation rate (ether=1) : Not applicable.

Freezing point : -101°C (-419.85°F) at 1 atm.
Boiling point : -34.05 °C (-29.25°F)
Flash point : Not applicable.
Critical temperature : 144 °C
Auto-ignition temperature : Not applicable.

Vapor pressure : 6.9 bar (100 psia) (@20°C [68°F])
Critical pressure : 77.11 bar (1118.4 psia)
Relative vapor density at 20 °C : No data available
Relative density (liquid) : 1.468 at 0°C

Relative gas density : 2.482 at 0°C at atmosphere (Air =1)
Solubility at
30°C In water : 8620 mg/l

SECTION 10: Stability and Reactivity.

No reactivity hazard other than the effects described in sub-sections below

SECTION 11: Toxicological Information.

Skin corrosion/irritation : CAUSES SEVERE SKIN BURNS AND EYE DAMAGE.

Serious eye damage/irritation : CAUSES SERIOUS EYE DAMAGE.



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SECTION 12: Ecological Information.

Ecology - general : VERY TOXIC TO AQUATIC LIFE.

SECTION 13: Disposal Consideration.

Evacuate danger area! Consult an expert! Personal protection: gas-tight chemical protection suit including self-contained breathing apparatus. Ventilation. Shut off cylinder if possible. Isolate the area until the gas has dispersed. NEVER direct water jet on liquid. Remove gas with fine water spray. Do NOT let this chemical enter the environment.

SECTION 14: Transport Information:

GHS Classification

Signal: Danger

Contains gas under pressure; may explode if heated

Fatal if inhaled

Causes severe skin burns and eye damage

May cause respiratory irritation

May cause damage to lungs through prolonged or repeated exposure if inhaled

Very toxic to aquatic life



SECTION 15: Regulatory Information:

Based on EPA,NFPA, NIOSH,OHA- Occupational exposure limits

TLV: 0.5 ppm(1ppm as per Factory act) as TWA; 1 ppm as STEL

SECTION 16: Other Information:

The Information provided in this MSDS is given in good faith and is correct to the best of our knowledge and information at the date of Publication. It is designed only a guidance of safe handling, transportation, use and disposal. No Warranty is expressed or implied.

Contact: Section 1

Disclaimer:



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Revision History:

Revision	Effective date	Changed Date