

CITY OF PORT TOWNSEND

Invitation to Bid

Sodium Hypochlorite

The City of Port Townsend is opening bidding for supply and delivery of sodium hypochlorite for the Water Quality and Wastewater departments. Sodium hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals – Health Effects.

Sealed Bids will be received by the City of Port Townsend, 250 Madison St., Suite 1, Port Townsend, WA 98368 until 2:00pm on Thursday, January 26, 2023. The City of Port Townsend reserves the right to reject any and all Bids and to waive minor informalities in the Bidding.

All Bid Proposals must be accompanied by a bid guaranty in the form of a surety bond, cashier's check or money order in an amount equal to five percent (5%) of the amount of the Bid Proposal and made payable to the City of Port Townsend. The Bidder to whom the Supply Contract is awarded shall execute and return the Contract within (10) ten calendar days. In case of failure of the Bidder to execute the Contract, the Bidder shall be in default, the Bid Bond shall be forfeit to the City of Port Townsend.

A copy of the Bid Documents may be obtained from the City of Port Townsend website at cityofpt.us/rfps or the City of Port Townsend Public Works Department, 250 Madison St. Ste. 2R, Port Townsend, WA 98368.

Non-Discrimination. No bidders will be discriminated against on the grounds of sex, race, color, age, national origin, sexual orientation, gender identity, religion, or disability in consideration of an award of any contract or subcontract. All bidders are directed to solicit and consider minority and women-owned businesses as potential subcontractors and material suppliers for this project.

Questions should be directed to Michael Spears, at mspears@cityofpt.us Water Quality – Lead Operator.

John Mauro, City Manager
City of Port Townsend, WA
December 21, 2022

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INSTRUCTIONS FOR BIDDERS

The City of Port Townsend invites bids to provide and deliver sodium hypochlorite (12.5% concentration) to the Wastewater Department and to the Water Quality Department of the City of Port Townsend. The Jefferson County PUD #1 and other governmental agencies named in this document may use the City's contract for convenience, but whether the vendor enters into a contract with any other agency is between the vendor and that agency and the vendor is not required to do so under this bid.

DOCUMENTS

Specifications and contract documents are on file with the City of Port Townsend at the following address and website:

City of Port Townsend
Public Works Department
250 Madison St Ste 2R
Port Townsend, WA 98368
cityofpt.us/rfps

BID DOCUMENTS

Each bid must be accompanied by the following completed forms fully executed as required.

Exhibit A - Bid Proposal
Exhibit B - Proposal Bond Form

SPECIFICATIONS

Additional instructions and specifications are listed on Attachment 3 – Specifications

DELIVERY OF PROPOSAL

Sealed Bids will be received by the City of Port Townsend, 250 Madison St., Ste 1, Port Townsend, WA 98368 until 2:00pm on Thursday, January 26, 2022.

Each proposal shall be in a sealed envelope with the outside clearly marked with the Bid opening date and time, the project name and number as it appears in this advertisement, and the name and address of the Bidder. Bids shall be addressed to the City of Port Townsend, 250 Madison Street, Suite 1, Port Townsend, WA 98368.

Any Bid received after the time and date specified shall not be considered. The City of Port Townsend may consider non-responsive any Bid not prepared and submitted with provisions hereof. **emailed Bids will not be accepted.**

Any bid received after the time and date specified shall not be considered.

INSTRUCTIONS FOR BIDDERS

PROPOSALS

All bids must be made on the Bid Proposal and must include the required bid documents. All blank spaces for bid prices must be filled out, in ink or typewritten, and the Bid Proposal must be fully completed and executed when submitted. Only one copy of the bid is required.

Any bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement. No bid or proposal may be withdrawn after the time set for the bid opening or before award of contract, unless said award is delayed for a period exceeding 60 days.

The City may waive any informality, irregularity, or minor defect or reject any and all bids at any time.

By signing the Bid Proposal, the Bidder is aware and has read the City of Port Townsend's Title VI Non-Discrimination Assurances, Attachment 2.

BID DEPOSIT

All Bid proposals shall be accompanied by a Bid Proposal deposit in surety bond, cashier's check or money order in an amount equal to five percent (5%) of the amount of such Bid Proposal. Should the successful Bidder fail to enter into such contract and furnish satisfactory bonds to perform the Work within the time stated in the Specifications, the Bid Proposal deposit shall be forfeited to the City of Port Townsend.

CORRECTIONS, INTERPRETATIONS AND ADDENDA

Any omissions, discrepancies, or need for interpretation should be brought in writing to the attention of the following:

Michael Spears
City of Port Townsend Public Works
250 Madison Street, Suite 2R
Port Townsend, WA 98368
mspears@cityofpt.us

Written addenda to clarify questions, which should arise, will then be issued if appropriate. All interpretation or explanation of the bid contract documents shall be in the form of an addendum, and no oral statements by the City of Port Townsend or any other officer, employee or other agent or representative of the City of Port Townsend shall in any way modify the contract or bid documents, whether made before or after letting the contract.

BASIS OF AWARD

The Contract will be awarded to the lowest responsive, responsible bidder, subject to the other requirements in the Bid Documents.

INSTRUCTIONS FOR BIDDERS

AGREEMENT

The form of Agreement is included in the Bid Document marked as Exhibit C, which form shall be used and required of the bidder to be executed for the Contract. The party to whom the Contract is awarded will be required to execute the Agreement within 10 calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the Agreement. In case of failure of the bidder to execute the Agreement, the City may at its option consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the City and be forfeited.

NOTICE TO PROCEED

A Notice to Proceed shall be issued within 10 days of the execution of the Agreement by the City. Should there be reasons why the Notice to Proceed cannot be issued within such period, time may be extended by mutual agreement between the City and the Supplier. If the Notice to Proceed has not been issued within 10 days or within the period mutually agreed upon, the Supplier may terminate the Agreement without further liability on the part of each party.

COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with terms and prices indicated therein if all parties are willing. Each governmental agency may sign separate agreements with the awarded vendors. The City of Sequim and Jefferson County Public Utility District #1 all presently have Interlocal Agreements with the City of Port Townsend and are eligible to purchase from this contract without requirement for public bidding. This does not preclude other agencies from purchasing from this bid.

INSURANCE REQUIREMENTS

All bidders will be required, if they are awarded the contract, to provide insurance in accordance with the requirements set forth in Attachment 1. Bidders should pay special note to the insurance requirements, endorsement, and documents required. Failure to strictly comply with the insurance requirements may disqualify the apparent low bidder from award of the contract.

EXHIBIT A

BID PROPOSAL

Proposal of _____

(hereinafter called "Bidder"), organized and existing under the laws of the State of _____,

doing business as _____.

To the City of Port Townsend ("City"):

In compliance with your Invitation for Bids, Bidder hereby proposes to supply for the following contract: **Sodium Hypochlorite** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the *Notice to Proceed*.

Bidder acknowledges that if the Bid Proposal is made without a requirement for a Bid Deposit, and Bidder is awarded the Contract but fails to execute the Contract, then Bidder shall be disqualified from submitting further Bid Proposals to the City for a period of two years from Notice of Award.

Bidder agrees to perform all work as described in the Contract Documents and as shown on the drawings for the **Sodium Hypochlorite** for the lump sum of:

_____ for the Base Bid.

	Total Base Bid	Estimated Sales Tax (9.1%)	Grand Total Bid
Base Bid			

EXHIBIT A

Receipt is hereby acknowledged of Addendum(s) No(s): _____
[NOTE: write "none" if there were no addendums.]

1. If the Bidder is a sole proprietorship, so state and give the name under which business is transacted.
2. If the Bidder is a co-partnership, so state, giving firm name under which business is transacted.
3. If the Bidder is a corporation, this Proposal must be executed by its duly authorized officials.

Bidder's Firm Name

Date

By: _____
Authorized Signature (required)

Bidder's address, phone _____
And email for Official _____
Communications _____

STATE CERTIFICATE OF REGISTRATION NO. _____

STATE UNIFIED BUSINESS IDENTIFIER NO. _____

EXHIBIT B

PROPOSAL BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that

That we, _____, of _____ as Principal and the _____ a corporation duly organized under the laws of the state of _____, and authorized to do business in the State of Washington, as Surety, are held and firmly bound unto the CITY OF PORT TOWNSEND in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for **Sodium Hypochlorite**. Said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the City of Port Townsend within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, 2022.

(Principal)

(Surety)

EXHIBIT C

(Attorney-in-fact)

PURCHASING CONTRACT

This AGREEMENT, made and entered into as of the date last signed below, by and between the CITY OF PORT TOWNSEND, a Washington municipal corporation, hereinafter referred to as the "City, " and _____, a Washington _____ hereinafter referred to as the "Supplier";

RECITALS

WHEREAS, the City is desirous of contracting with the Supplier for the purchase and delivery of Sodium Hypochlorite for the period from February 22, 2023 to February 21, 2024.

WHEREAS, the Supplier has submitted the lowest bid for the sale and delivery of said Sodium Hypochlorite and will be the supplier if said material is needed by the City.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, CONDITIONS, AND COVENANTS HEREIN CONTAINED, the parties agree as follows:

AGREEMENT

PURCHASE AND SALE. The City hereby agrees to purchase Sodium Hypochlorite required during the period from February 22, 2023 to February 21, 2024 from the Supplier, and the Supplier agrees to furnish, supply, and deliver to the City the Sodium Hypochlorite needed, required, and ordered during this period. By mutual agreement, this Contract may be extended by an amendment, executed each year prior to the contract expiration date. The Contract may not exceed a total term of three (3) years.

CONTRACT DOCUMENTS. The agreement between the parties includes this Contract along with all bid documents and exhibits, each incorporated herein by this reference as if set forth in full.

PRICE. The City agrees to pay for said Sodium Hypochlorite the price as set forth in the Supplier's proposal.

INSURANCE REQUIREMENTS. All bidders will be required, if they are awarded the contract, to provide evidence of insurance in accordance with the requirements set forth in Exhibit E.

PAYMENT. Payment by the City shall be made monthly upon receipt of invoices from the Supplier, which shall be subject to quantities and qualities.

MATERIALS. The materials so delivered shall conform to specifications provided in the above-mentioned documents, shall be merchantable and of high quality, and fit for the purposes of use intended by the City.

EXHIBIT C

DELIVERY. The Supplier agrees to deliver the products to the place as designated in the Request for Bids within 5 days of a request for delivery by the City.

DELAYS IN DELIVERY. The City agrees that the Supplier shall not be liable for any delay or non-performance due to the failure of the source of supply from which the Supplier obtains the products to make delivery, or due to delays in transportation or due to strikes, labor difficulties, floods, fires, or acts of God, or due to the acts or regulations of any governmental authority or branch or agency thereof.

COVER FOR NON-DELIVERY. In the event of delay or non-performance by the Supplier of this Contract, or for any other reason, the City shall be free to obtain the products from other sources without incurring liability or damages to the Supplier thereof, in addition to exercising all legal remedies.

TERMINATION. This Contract can be terminated by either party upon default in performance of the other party, if such default is not cured within 10 days of notice thereof, and upon notification of intent to terminate this Contract in writing 30 days prior to the date of termination by the City. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

ATTORNEYS' FEES. In the event any action is brought by either party to enforce the terms of this Contract or for breach of this Contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and costs and disbursements incurred by such party.

ENTIRE AGREEMENT. This Contract, together with all bid documents referred to herein, constitutes the entire agreement for sale and purchase between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed as of the date last written below.

CITY OF PORT TOWNSEND

SUPPLIER

By _____
John M. Mauro, City Manager

By _____

Name: _____

Approved as to form:

Title: _____

Heidi Greenwood, City Attorney

ATTACHMENT 1

INSURANCE REQUIREMENTS FOR SUPPLIERS

Supplier shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Supplier, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Supplier's bid.

The Supplier shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Supplier, their agents, representatives, employees or subcontractors.

The Supplier shall provide a Certificate of Insurance evidencing:

Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and,

Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Supplier.

The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Supplier and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all required insurance policies.

The Supplier's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Supplier's insurance shall be primary insurance as respect the City and the City shall be given thirty (30) days prior written notice by certified mail of any cancellation, suspension or material change in coverage.

Verification of Coverage

Supplier shall furnish the City with certificates of insurance, original endorsements and a workers' compensation status letter effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates, letters and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

ATTACHMENT 2

CITY OF PORT TOWNSEND Title VI Non Discrimination Assurances

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

COMPLIANCE WITH REGULATION

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

NON-DISCRIMINATION

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

INFORMATION AND REPORTS

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

SANCTIONS FOR NON-COMPLIANCE

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

ATTACHMENT 2

Withholding of payments to the contractor under the contract until the contractor complies, and/or;
Cancellation, termination, or suspension of the contract, in whole or in part

INCORPORATION OF PROVISIONS

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

ATTACHMENT 3

SPECIFICATIONS

SODIUM HYPOCHLORITE (NaOCl)

STANDARDS: This item covers furnishing the quantity of 12.5% sodium hypochlorite for use in disinfecting water at the water and wastewater treatment facilities listed below.

DELIVERY SITES AND ESTIMATED QUANTITIES:

Jefferson County PUD#1

21 Kennedy Rd. Port Hadlock, WA 98339

73 Kennedy Rd. Port Hadlock, WA 98339

12,000 gallons yearly estimated usage

Port Townsend Wastewater Treatment Plant

5300 Kuhn St. Port Townsend, WA 98368

13,000 gallons yearly estimated usage

Port Townsend Water Treatment Facility

2807 20th St. Port Townsend, WA 98368

5,500 gallons yearly estimated usage

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals – Health Effects.

Color should be clear yellow or greenish; liquid free of suspended matter; available chlorine volume should be 14.5% maximum; NaOCl should be 12.5% minimum; excess caustic weight should be between 0.25-0.80% maximum.

ALL BULK SHIPMENTS SHALL BE ACCOMPANIED BY:

A weight certificate from a certified weigher specifying full weight and truck tare weight (note that intermediate weighing is not required between the split delivery locales).

A bill of lading including percent available chlorine and specific gravity of the hypochlorite solution.

Deliveries shall be made within one week of the call requesting delivery.

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the produce.

Deliveries shall be made between 7 am and 2 pm unless an alternate delivery time is approved in advance.

ATTACHMENT 3

Trucks will deliver a full tank split between the above facilities. The truck shall be self-unloading through pumped feed.

TERMINATION OF SUPPLY CONTRACT: The city reserves the right to suspend or terminate the supply contract and purchase material from an alternate supplier in the event that the material and delivery specifications are not met or in the event that the material or delivery interferes with the proper operation of the City's disinfection process and/or equipment. The City will provide written notice of such action and the cause therefore. Depending on the extent of such interference, the City may allow the supplier a period of time to correct any deficiencies following notice.

BASIS FOR BID AWARD: The bidder shall specify on the proposal the unit price per gallon of actual material to be delivered.