

City of Portsmouth, New Hampshire

Bid#02A-18

Liquid Sodium Hypochlorite – Pease Wastewater Treatment Plant

INVITATION TO BID

Sealed bid proposals, plainly mark “Liquid Sodium Hypochlorite – Pease Wastewater Treatment Plant Delivery – Bid 02A-18” on the outside of the mailing envelope as well as the sealed bid envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **2:00 p.m., August 10, 2017** at which time all bids will be publicly opened and read aloud.

The purpose of this bid is to obtain pricing for 3500 gallon deliveries of Liquid Sodium Hypochlorite to the Pease Wastewater Treatment Plant.

Specifications and bid proposal forms may be obtained from the Finance/Purchasing Department on the third floor at the above address, or by calling 603-610-7227 or at the City’s website <http://www.cityofportsmouth.com/finance/purchasing.htm>.

Any related addenda to this bid, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the appropriate project heading. Addenda and updates will NOT be sent directly to vendors. It is recommended that any vendor submitting a bid, check the web site daily for addenda and updates after the release date. Vendors should print out, sign and return addenda with their bid proposal. Failure to do so may subject a bidder to disqualification.

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the City.

If you have any questions please contact the Finance/Purchasing Department at the following number: 603-610-7227.

City of Portsmouth, New Hampshire

Bid#02A-18

Liquid Sodium Hypochlorite – Pease Wastewater Treatment Plant

***Instruction to Bidders***

**Intention:**

It is the intent of this proposal to establish a one year agreement to supply and deliver Liquid Sodium Hypochlorite to the Pease Wastewater Treatment Plant.

**Special Instructions:**

Any quantity specified is an estimate only. The City of Portsmouth will purchase just the quantities necessary, at various times, to perform the intended operation. The purchased quantities may be equal to, less than, or greater than, the estimate.

Bid prices shall be firm until September 1, 2018. The successful bidder (known as “supplier”) shall be expected to perform (i.e. make deliveries) through September 15, 2018 at the bid price. Bid prices shall be inclusive of all taxes, charges or other fees.

All bid prices shall be FOB delivered to the specific municipal destination. No added freight or handling charges will be allowed. Minimum orders which are greater than estimated delivery quantities are not acceptable.

Deposits for cylinders, pallets, or other containers shall be refundable and incidental to the award of bid. Each item bid shall include the chemical analysis and the origin of manufacture. Any variation between these specifications and bid must be listed separately. Each bidder shall submit a **Certificate of Compliance** for each chemical bid.

Samples may be required for testing purposes. No charges for these samples will be allowed. All unused trial chemical and their containers must be removed from the test site, at no cost to the City, within 10 working days of the trial.

**General Instructions:**

1. **Preparation of Bid Proposal**

- a) The bidder shall submit her/his proposal upon the form furnished by the City (attached). All figures shall be in ink or typed. Corrections shall be in ink or typed, and initialed.
- b) The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown. If by a partnership the name and post office address of each partnership member must be shown. If as a joint venture, the name and post office address of each must be shown. If by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.

***Instruction to Bidders  
(Continued)***

2. Disqualification

Bid proposals may be disqualified and rejected for any of the following reasons:

- a) If the proposal is on a form other than that furnished by the City or if the form is altered;
- b) If the proposal contains unauthorized additions, conditions or altered bids;
- c) Evidence of collusion among bidders;
- d) Failure to submit all required information as requested in the specifications;
- e) Product fails to meet specifications/testing/performance certificate;
- f) Disqualification is in the best interest of the City.

3. Delivery of Bid Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

4. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw the proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

**Award:**

After the bids are opened and read, the lowest, responsible and qualified bidder will be identified. Responsible and qualified bidders are those that have: the ability, capacity, and skill to perform within the specified time limits; the quality, availability and adaptability of the supplies; the financial resources to fulfill the contract. Bid results will be available to the public.

Within 30 calendar days after the opening of bids, an award will be made to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. Bidder will be notified by mail that the bid has been accepted and that an award has been made.

If the award is contingent upon successful bench testing of the chemical(s), the bidder will be notified by mail, and shall have 15 days from the date of notification to perform tests. Failure to perform the testing within 15 days will result in disqualification.

The award shall not be considered official until such time that a Purchase Order, fully executed contract or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

**Reservation of Rights:**

The City reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals, if in the judgment of the City, the best interest of the City of Portsmouth will be promoted thereby.

***Instruction to Bidders***  
**(Continued)**

Chemical quantities set forth in this bid proposal are estimates only. The City shall purchase only those quantities of chemical actually needed for the facility. All purchases are subject to the appropriation of funds for that facility/program.

**Terms of Award:**

The successful bidder ("supplier") to whom an award is made shall be required to meet the performance standards outlined in the bid specifications and as described below.

1. Transportation of chemical shall be done only in vehicles capable of handling the material in accordance with State and Federal transportation handling and safety requirements. Supplier shall, if requested by the City, produce documentation to demonstrate compliance with such requirements. Vehicles shall be capable of loading and unloading the chemical as described for the chemical in the bid specifications. It shall be the contractor's responsibility to have the proper fittings to connect to the existing fittings at each delivery site.
2. Deliveries shall be made upon order as described in the Bid Specifications.
3. Supplier shall be capable of receiving orders by fax.
4. Chemical shall meet all specifications and perform per City requirements and needs. City may require jar tests or trial periods to assure that performance of chemical meet the requirements.
5. Supplier shall notify the City Pease Water Treatment Plant with delivery date and a faxed confirmation including name of driver who will deliver the chemical. Additionally, the supplier is required to notify the City when deliveries will be late and/or when the delivery amount will be a smaller than the expected delivery amount.
6. All invoices will have a reference number that matches to the delivery slip and shall indicate the chemical (specifying the percentage in liquid form as described in the bid specifications) and the unit of measurement shall be in accordance with the bid unit price. Invoices shall be paid no later than 30 days from the date of the receipt of the invoice.
7. The City reserves the right to deduct up to five percent (5%) from the total invoice for missed but later delivered, and late deliveries, or to deduct it's expenses incurred such as overtime, whichever may be greater, when such failures to perform are not due to extremes in weather or other conditions that are not reasonably foreseeable or within the control of the supplier. Such late penalty shall not be construed as the sole remedy for the supplier's failure to perform timely. Failure to perform may lead to cancellation.
8. All unused trial chemical and their containers must be removed from the test site, at no cost to the City, within 10 business days of a current trial or past trials. Failure to remove trial chemical and their containers may subject a vendor to disqualification.

**Instruction to Bidders  
(Continued)**

9. Bid price shall be firm until September 1, 2018. Successful bidder (known as "supplier") shall be expected to perform (i.e. make deliveries) through September 15, 2018 at the bid price. Bid prices shall be inclusive of all taxes, charges or other fees.

The City of Portsmouth reserves the right to negotiate a one year extension of the award beyond the expiration date for each individual chemical if it is in the best interest of the City.

**Cancellation of Award:**

The City reserves the right to cancel the award should the supplier fail to perform in accordance with the terms of this award. If the City cancels the award, the City reserves the right to solicit the chemical from the next lowest bidder or other available sources as may be necessary to meet needs. Any expense incurred from this action may be the responsibility of the supplier who did not meet the requirements.

The purpose of this bid is to obtain pricing for 3500 gallon deliveries of Liquid Sodium Hypochlorite to the Pease Wastewater Treatment Plant.

**Delivery Location:**

**Pease Water Treatment Plant**  
Pease International Tradeport  
97 Grafton Drive  
Portsmouth NH 03801  
Phone: 603-749-9692  
Fax: 603-740-3650

**SPECIFICATION**

**Liquid Sodium Hypochlorite**

**Estimated quantity**  
**Delivery location**  
**Description**

**60,000 gallons**  
**Pease Wastewater Treatment Plant**  
Sodium Hypochlorite 15%, must conform to AWWA Standard B300-92. 3500 gallon deliveries shall be made to a 5800 gallon above ground tank. All deliveries must be received by noon, Monday through Friday.

**BID PROPOSAL**

3) **Liquid Sodium Hypochlorite**  
3,500 gallon delivery (WWTP-P) \$ \_\_\_\_\_/gal

**Note: All deliveries of liquid sodium hypochlorite shall be made within 24-48 hours of order unless otherwise directed by the City.**

The undersigned agrees that he/she on behalf of Bidder has read the bid proposal documents, including the instructions to bidders, terms of award and bid specifications and agrees to the terms and conditions set forth therein. Bidders understand that quantities are estimates only and the City shall purchase only those quantities actually needed.

At all times the undersigned agrees to maintain insurance coverage as described in Exhibit A. The City reserves the right to request insurance certificates demonstrating proof of coverage. The undersigned also agrees that Bidder will indemnify the City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Bidder's performance of its obligation under this award. Bidder will defend all such actions with counsel satisfactory to the City at its own expense, including attorneys' fees, and will satisfy any judgment rendered against the City in such action.

Bidder further agrees that this bid is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Bidder agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Bid.

Submitted by: \_\_\_\_\_  
(Print Name & Title)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Fax No: \_\_\_\_\_

CONTACT NAME FOR ORDERING PURPOSES:

\_\_\_\_\_

**Sales Department Email Address:** \_\_\_\_\_

General Email Address: \_\_\_\_\_

## **EXHIBIT A INSURANCE REQUIREMENTS**

### General

Insurance shall be in such form as will protect the Contractor from claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this award whether such operation by himself or by anyone directly or indirectly employed by Contractor.

At a minimum, the Contractor shall purchase and maintain, during the term of the award, insurance of the limits and types specified below:

- A) Comprehensive General Liability:  
Bodily injury or Property Damage -- \$1,000,000/\$2,000,000  
Single Limit/aggregate
- B) Automobile and Truck Liability:  
Bodily Injury or Property Damage -- \$2,000,000  
Combined Single Limit
- C) Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project. This insurance shall, at a minimum, meet the minimum requirements of the most current laws of the State of New Hampshire.
- **Coverage requirements may be satisfied by an excess/umbrella policy.**
  - **Contractor shall obtain and maintain such pollution riders and additional policies as may be necessary to insure against risks specifically related to the transportation and delivery of chemical. Coverage for pollution related events should be a minimum of \$1,000,000.00.**

### Evidence of Insurance

As evidence of insurance coverage, the City may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified above are in force for the specified period. The Contractor shall submit evidence of insurance to the City upon request. Written notice shall be given to the City of Portsmouth, New Hampshire at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

### Additional Insured.

The City of Portsmouth shall be named as an additional insured: City of Portsmouth, Attn: Legal Department, 1 Junkins Avenue, Portsmouth NH.

The Contractor's insurance shall be primary in the event of a loss.