



# **Invitation to Bid**

**for**

# **WATER TREATMENT CHEMICALS**

**ITB # 2224**

**Date issued: April 15, 2013**

## 1. INTRODUCTION

### 1(A) Background

The City of Lynnwood (the "City") is located in South Snohomish County approximately fifteen (15) miles north of Seattle and twelve (12) miles south of Everett. The City serves as the primary business center of south Snohomish County. The City has a population of over 35,000 and encompasses almost eight (8) square miles in Snohomish County. A mayor-council form of government administers the City with seven (7) elected Council members and an elected Mayor. The City's approximately 311 regular full-time employees, 17 regular part-time employees, and 150 part-time/seasonal employees provide an array of services including police, fire protection, emergency medical services, water distribution, sewage collection and treatment, street construction and maintenance, and parks and recreational facilities including a pool, a senior center, and a golf course. The City also has a municipal court and a jail facility that provide services locally and to other governmental agencies.

The Mayor directs all City operations. The location of City Hall is 19100 44<sup>th</sup> Avenue West, Lynnwood WA 98046.

The City has nine (9) central departments: Fire; Police; Human Resources; Public Works; Municipal Court; Economic Development; Administrative Services; Parks, Recreation and Cultural Arts; and Community Development.

For more information about the City of Lynnwood, visit the City's website at <http://www.ci.lynnwood.wa.us>.

### 1(B) ITB Purpose and Summary

The City is receiving competitive bids for the purchase of water treatment chemicals to be used at the wastewater treatment plant per the specifications listed in Section 4.

**Optional Site Visit:** The City will make the worksite and structures open and accessible on the date, time and place as shown on the Timelines and Schedules, Section 2, of this Invitation to Bid.

1(C) ITB Cover Sheet

**CITY OF LYNNWOOD  
ITB No. 2224  
Water Treatment Chemicals  
Response Cover Sheet**

- |   | Yes                      | No                       |
|---|--------------------------|--------------------------|
| 1. Has your company operated at least 1 year without interruption?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has an owner of your company been convicted of a crime within the past 10 years?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does any employee or official of the City have any financial or other interest in your firm?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does your company maintain insurance in amounts specified by City contract?<br>(if no, this does not necessarily eliminate Vendor from submittal):<br>If no, describe differences: | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there any claims pending against this insurance policy?<br>If yes, please describe   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Does your company maintain Professional Liability Insurance?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has your company been in bankruptcy, reorganization or receivership in the last five years?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Has your company been disqualified by any public agency from participation in public contracts?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Is your company licensed to do business in the State of Washington?  | <input type="checkbox"/> | <input type="checkbox"/> |

**Undersigned acknowledges that addenda \_\_\_\_\_ through \_\_\_\_\_ have been taken into account as part of this requirement.**

**The undersigned hereby accepts the terms and conditions as set forth herein. This page must be signed and dated by the vendor's representative who is legally authorized to contractually bind the vendor.**

FULL LEGAL NAME OF COMPANY \_\_\_\_\_

TYPE OF BUSINESS     Corporation     Partnership (general)     Partnership (limited)  
 Sole Proprietorship     Limited Liability Company

FEDERAL EMPLOYEE ID NUMBER (FEI): \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME(PLEASE PRINT) \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

**LYNNWOOD BUSINESS LICENSE** – To be obtained at award by the apparent successful vendor and at the vendor's expense. The successful vendor is responsible for compliance with Lynnwood business license requirements per LMC 5.06.01b, and 5.06.04b. Vendors may call 425-670-5159 for business license information.

# 1(D) Non-Collusion Certification

**City of Lynnwood  
ITB No. 2224  
Water Treatment Chemicals**

## NON-COLLUSION CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed vendor has not divulged to nor discussed or compared his/her bid with other vendors and has not colluded with any other vendor or parties to bid whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials and/or services. Any such violation will result in the cancellation of any resultant contract and/or return of material as applicable.

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

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

City-State-Zip: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_  
(printed)

Authorized Signature: \_\_\_\_\_  
(signed)

Title: \_\_\_\_\_

## 2. ITB INSTRUCTIONS AND INFORMATION

### 2(A) ITB Timeline

The City reserves the right, at its discretion, to change and/or alter the dates and times of this timeline.

Day/Date	Description
<p align="center"><b>Monday, April 15, 2013</b></p>	<p>Advertisement announcing ITB placed in The Herald and Daily Journal of Commerce. ITB placed on City of Lynnwood website. ITBs available to vendors via email notification and/or access to website.</p>
<p align="center"><b>Thursday, April 18, 2013 10:00 a.m. – 10:20 a.m.</b></p>	<p>Vendors' OPTIONAL site visit to be held at the City of Lynnwood Waste Water Treatment Plant, 17000 76<sup>th</sup> Ave. W, Edmonds WA 98026.</p>
<p align="center"><b>Friday, April 19, 2013 By 2:00 p.m.</b></p>	<p>All questions on the question submittal form shown in Section 6 are due.</p>
<p align="center"><b>Tuesday, April 23, 2013</b></p>	<p>All pertinent and relevant questions posed by the above date on the required question submittal form, Section 6 and those posed at the optional site visit, will be answered.</p>
<p align="center"><b>Tuesday, April 30, 2013 By 2:00 p.m.</b></p>	<p>ITB responses due to the Purchasing Department at City Hall located at 19100 44<sup>th</sup> Ave. W., Lynnwood, WA 98036. <u>Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of bids. Bids shall not be delivered by facsimile transmission or other telecommunication or electronic means unless specifically approved by the buyer.</u></p>
<p align="center"><b>Friday, May 3, 2013</b></p>	<p>Vendors' bids verified, tabulated and posted on the City's website.</p>
<p align="center"><b>Monday, May 6, 2013</b></p>	<p>Award to apparent successful responsible and responsive vendor is made.</p>

## 2(B) Selection and Evaluation Team

This section is intentionally left blank.

## 2(C) ITB Coordinator

<b>Larry O'Connor, C.P.M.</b>	Buyer	<p><b>Physical Address:</b> 19100 44<sup>th</sup> Avenue West Lynnwood, WA 98036</p> <p><b>Mailing Address:</b> PO Box 5008 Lynnwood, WA 98046-5008</p> <p><b>Email address:</b> loconnor@ci.lynnwood.wa.us</p> <p>Any and all communication to the buyer relative to this requirement must be via email.</p>
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## 2(D) ITB Evaluation Criteria

An evaluation team composed of the members of the Selection and Evaluation Team listed in Section 2(B) and others will evaluate the ITB responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the City reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team (and others) of the items contained in the ITB response and any other items deemed appropriate by the City.

If an award is made as a result of this ITB, it shall be awarded to the vendor whose proposal is most advantageous to the City with price and other factors including, but not limited to, Responses to the ITB questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; memberships, licenses, ISO Certifications or any other applicable membership or certifications; presentations to the City evaluation team and others (if applicable); on-site visits at vendor's site (if applicable), product samples which the City may, at its discretion, request as part of the ITB process; any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this ITB.

When determining whether a vendor is responsible, or when evaluating a vendor's proposal, the following factors will be considered, any one of which will suffice to determine if a vendor is either not a responsible vendor or if the vendor's proposal is not the most advantageous to the City:

1. The ability, capacity and skill of the vendor to perform the contract or provide the service required.
2. The character, integrity, reputation, judgment, experience and efficiency of the vendor.

3. Whether the vendor can perform the contract within the time specified
4. The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a vendor shall be deemed to be such a failure.
5. The previous and existing compliance by the vendor with laws relating to the contract or services.
6. Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.
7. The vendor is not qualified for the work or to the full extent of the ITB.
8. There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.
9. The vendor failed to settle bills for labor or materials on past or current public or private contracts.
10. The vendor has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
11. The vendor has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Vendors shall affirmatively disclose to the City all such convictions, especially of management personnel or the vendor as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
12. More likely than not, the vendor will be unable, financially or otherwise, to perform the work.
13. At the time ITB award, the apparent successful vendor must obtain a City of Lynnwood business license. Failure to do so will constitute a determination that the vendor is not responsive and may be disqualified.
14. Such other information as may be secured having a bearing on the decision to award the contract.
15. Any other reason deemed proper by the City.

## **2(E) Notices and Response Criteria**

### 2(E)1 Good Faith

This ITB has been compiled in good faith. The information contained within is selective and subject to the City's updating, expansion, revision and amendment.

### 2(E)2 Right to Cancel

The City reserves the right to change any aspect of, terminate, or delay this ITB, the ITB process and/or the program which is outlined within this ITB at any time, and notice shall be given in a timely manner thereafter.

### 2(E)3 Not an Award

Recipients of this ITB are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

2(E)4 Property of the City

Responses to this ITB will become the property of the City, and will form the basis of negotiations of an agreement between the City and the apparent successful vendor.

2(E)5 City not Liable for Costs

The City is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the ITB responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by ITB finalists to the City.

2(E)6 City's Expectations

During the review of this document, please note the City's emphasis on the expectations, qualities, and requirements necessary to be positioned as an ITB finalist and successful vendor.

2(E)7 Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

2(E)8 Single Response

A single response to the ITB may be deemed a failure of competition, and in the best interest of the City, the ITB may be cancelled.

2(E)9 Proposal Rejection; No Obligation to Buy

The City reserves the right to reject any or all proposals at any time without penalty. The City reserves the right to refrain from contracting with any vendor. The release of this ITB does not compel the City to purchase. The City may elect to proceed further with this project by interviewing firm(s) well –suited to this project, conducting site visits or proceeding with an award.

2(E)10 Right to Award

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the vendor can offer.

2(E)11 Withdrawal of Proposals

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the ITB Contact. The vendor may submit another proposal at any time up to the proposal closing date and time.

2(E)12 Non-Endorsement

As a result of the selection of a vendor to supply products and/or services to the City is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

2(E)13 Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, the City will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

2(E)14 Errors in Proposal

The City will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City reserves the right to make corrections or amendments due to errors identified in proposals by the City or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

If, after the opening and tabulation of proposals, a vendor claims error and requests to be relieved of award, s/he will be required to promptly present certified work sheets. The ITB contact will review the work sheets and if the ITB Coordinator is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the vendor may be relieved his/her proposal.

After opening and reading proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any proposal item, the price per unit will control. The City will use the total of extensions, corrected where necessary.

2(E)15 Bid Bond – A bid bond is not required

2(E)16 Performance Bond - A performance bond is not required.

2(E)17 Payment Bond – A payment bond is not required.

2(E)18 Funding

Any contract entered into as a result of this ITB is contingent upon the continued funding by the City of Lynnwood.

2(E)19 Terms of Payment

The City's terms of payment are Net 30 days upon receipt of an undisputed invoice for goods that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A vendor may submit an invoice for partial shipments or progress payments. All invoices must be submitted to:

City of Lynnwood  
Accounts Payable  
P O Box 5008  
Lynnwood, WA 98046-5008

### 3. BIDDING INFORMATION

#### 3(A) Bidding Information

Sealed bids for this requirement will be received at the City of Lynnwood, Purchasing and Contracts Division, P.O. Box 5008, Lynnwood, WA 98046-5008, or hand-delivered to 19100 44<sup>th</sup> Avenue West, Lynnwood, WA, 98036, until **2:00 p.m.**, on the day and date shown in the Timeline, Section 2(A). Only bids that arrive in the Purchasing and Contracts Division by the deadline will be considered.

Bid submittal sheets are attached as Section 5 and must be used in the submittal. All bids shall be submitted on furnished forms. Failure to use the furnished forms may be a cause for disqualification.

Information regarding this solicitation, including addenda and bid results are available at [www.ci.lynnwood.wa.us](http://www.ci.lynnwood.wa.us) > purchasing > bids and awards. The City reserves the right to reject any or all submittals, waive technicalities or irregularities, and accept any submittals if such action is believed to be in the best interest of the City.

By the submission of a bid responding to this ITB, all bidders certify that they are not on the Comptroller General's list of ineligible contractors (the State Debar list) nor the list of parties excluded from Federal procurement or non-procurement programs (the Federal Debar list).

#### 3(B) Alternate Bids

The City will consider alternate bids submitted by the bidder. Alternate bids shall be clearly marked with the proposed alternates, and include all pricing/cost advantages, if applicable.

For alternate bids to be considered, they must be accompanied by a response based on the original ITB.

#### 3(C) Bid Validity

Pricing shall be good through current year production cycle OR, if the production cycle is not applicable, for a period of 180 days after award.

#### 3(D) Split Award

The City reserves the right to split the award between vendors if it is determined to be the most advantageous to the City.

#### 3(E) Cooperative Purchasing

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions). Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City and which are actively participating may purchase from City contracts, provided that the vendor has agreed to such participation. Each bidder shall indicate on the bid submittal form (5D) if it will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City. The City does not accept any responsibility for orders issued by other public agencies.

Public agencies desiring to use the City's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City, as required by RCW 39.34. Only those public agencies that have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and

regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be in effect by an order from the public agency, directed to the vendor or other party contracting to furnish goods or services to the City. The City accepts no responsibility for the performance of any purchasing contract by the vendor, nor any responsibility for payment of the purchase price for any public agency.

## 4. SPECIFICATIONS

The quantities listed in this specification are “estimated” annual requirements. The City will place orders as needed.

Vendor’s delivery trucks are required to back down a long steep driveway. There is not a turnaround at the delivery site for long truck and trailers. All deliveries must be made during daylight hours.

Vendor must be capable of supplying one (1) each 525-gallon primary storage tank well, pipe plumbed with proper secondary containment for the storage of Sodium Hydroxide and Sodium Bisulfite and a 300-gallon primary storage tank with proper secondary containment for Sodium Hypochlorite. These bulk storage tanks are to be supplied at no cost to the City of Lynnwood.

Trucks must be equipped with pump and at least 50 feet of flexible two (2) inch hose with nozzle for delivery into top of storage tank. Any Sodium Hypochlorite spilled during unloading is classified a hazardous material spill. It is the responsibility of the vendor to promptly clean up and properly dispose of any chemical spilled during transfer.

Vendor will fill bulk storage tanks at the City’s Waste Water Treatment Plant:

City of Lynnwood  
Waste Water Treatment Plant  
17000 76<sup>th</sup> Ave W.  
Edmonds, WA 98026

The vendor must be able to provide a continuing supply as required by the City.

### 1. Sodium Hypochlorite                      12.5% NaOCl liquid

Estimated Annual Usage:    2,400 gallons (US)  
Delivery Size: In 2012, there were 12 deliveries of approximately 200 gallons each.

### 2. Sodium Bisulfite                              38% NaHSO<sub>3</sub> liquid

Estimated Annual Usage:    6,400 gallons (US)  
Delivery Size: In 2012, there were 26 deliveries of approximately 240 gallons each.

### 3. Sodium Hydroxide                              25% NaOH liquid

Estimated Annual Usage:    12,480 gallons (US)  
Delivery Size: In 2012, there were 52 deliveries of approximately 240 gallons each.

## 5. BID SUBMITTAL DOCUMENTS

### 5(A) Bid Submittal Sheet

**CITY OF LYNNWOOD  
ITB # 2224  
Water Treatment Chemicals  
Bid MUST be submitted on this sheet**

Item #	Quantity	DESCRIPTION	Price	Per (Unit of measure)	Extended Price
1.	2,400	Sodium Hypochlorite 12.5% NaOCl liquid	\$	Gallon	\$
2.	6,400	Sodium Bisulfite 38% NaHSO3 liquid	\$	Gallon	\$
3.	12,480	Sodium Hydroxide 25% NaOH liquid	\$	Gallon	\$
<b>SUBTOTAL</b>					\$
_____ % Washington State Sales Tax					\$
<b>TOTAL</b>					\$

### 5(B) Other

Vendor must list below **any and all** charges, expenses, and/or costs to be incurred by the City that are not included in this section. Failure to specifically and thoroughly enumerate such items may be a cause for disqualification.

Item #	Quantity	DESCRIPTION	Price	Per (Unit of measure)	Extended Price
1.			\$		\$
2.			\$		\$
3.			\$		\$



### 5(D) Cooperative Purchasing

The City accepts no responsibility for the payment of the purchase price by other government agencies. Agreement of participation in cooperative purchasing by the bidder indicates that it will provide to any requesting agency, all administrative functions to include, but not be limited to, bid documentation, ITB award and contract, purchase order, price sheets. Please see section 3(D) for further explanation of cooperative purchasing.

Will you sell additional units to the City or other government agencies within the State of Washington at the bid price, terms and conditions until further notice?

Yes     No

## 6. QUESTION SUBMITTAL FORM

Questions regarding this ITB must be submitted in writing, in electronic form (MS Word), on the form provided in this Section 6 (below) and returned via: email to the ITB Contact listed in Section 2(C), and only during the allotted timeframe detailed in the timeline, Section 2(A). Only **ONE** question per form is permitted; duplication of the form is acceptable in the event you have additional questions.

Answers to all questions from all vendors will returned to all ITB participants without identifying the vendor making the inquiry.

<b>ITB #2224 Water Treatment Chemicals</b>	ITB QUESTIONS FORM
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ITB SECTION AND PARAGRAPH:		ITB PAGE NUMBER:	
SUBMITTED BY:		DATE SUBMITTED:	
EMAIL:		PHONE:	
COMPANY NAME:			

**All vendors are required to direct their questions to the ITB Coordinator listed in Section 2(C). Only one question per form is permitted.**

## 7. CUSTOMER REFERENCES

<p style="text-align: center;"><b>City of Lynnwood Bid No. 2224 Water Treatment Chemicals Customer References</b></p>
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1. **Company Name** \_\_\_\_\_

Business Address \_\_\_\_\_

Name of Contact \_\_\_\_\_

Title of Contact \_\_\_\_\_

Telephone Number of Contact \_\_\_\_\_

Description of Project \_\_\_\_\_

Date of Order \_\_\_\_\_

2. **Company Name** \_\_\_\_\_

Business Address \_\_\_\_\_

Name of Contact \_\_\_\_\_

Title of Contact \_\_\_\_\_

Telephone Number of Contact \_\_\_\_\_

Description of Project \_\_\_\_\_

Date of Order \_\_\_\_\_

3. **Company Name** \_\_\_\_\_

Business Address \_\_\_\_\_

Name of Contact \_\_\_\_\_

Title of Contact \_\_\_\_\_

Telephone Number of Contact \_\_\_\_\_

Description of Project \_\_\_\_\_

Date of Order \_\_\_\_\_

## 8. ITB SUBMITTAL CHECKLIST

Vendor shall submit a bid in the following format; please note that **NO PDF or scanned ITB response submissions will be accepted. All submissions must be in MS Word and/or Excel.**

1. Vendor shall create one original response (**labeled “original”**) with original signature
2. The ITB name must be shown on the lower left-hand corner of the envelope.
3. The vendor shall submit the required documentation in the following order:

Order	Section	Description
1	1C	ITB Cover Sheet
2	1D	Non-Collusion Certification
3	4	Acknowledgement of Scope of Work
4	5A – 5B	Bid Submittal Sheets, Other Pricing
5	5C	Delivery
6	5D	Cooperative Purchasing
7	7	Customer References

***This checklist is intended merely as an aid to the vendor in providing a response to this ITB. The vendor retains the sole responsibility for accuracy and completeness of the bid.***