

**OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON**

REQUEST FOR BIDS

BIDS FOR: **CB24-12 – FURNISHING MAGNESIUM CHLORIDE**

BIDS RECEIVED: **March 21, 2024, AT 3:00** P.M., in the Office of the Benton County Public Works Department, Benton County Public Services Building, 102206 E. Wiser Parkway, Kennewick, Washington 99338. **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.**

INSTRUCTIONS:

Please state hereon, in the column provided in the Proposal, the lowest price at which you will provide the article specified. Unsigned Proposals will not be considered.

The Proposal shall be placed in a sealed envelope marked "**BIDS – 2024 MAGNESIUM CHLORIDE**" and delivered to Benton County Public Works Department at the location, date and time stated above. Bid proposals shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed Proposal form is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids, or conditions.

AWARD OF CONTRACT:

The right is reserved by the Board of Benton County Commissioners to reject any or all bids, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered.

NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created.

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Danica Hope at the Benton County Public Works Department by telephone (509)783-1310 x 5665 or via email at procurement@co.benton.wa.us. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bids are due cannot be answered.

EXECUTION OF CONTRACT:

Successful bidder will be required to enter a formal contract substantially similar to Exhibit A attached.

PROPOSED PURCHASE:

The purchase contemplated is set forth as follows:

Furnishing MAGNESIUM CHLORIDE as required by the Benton County Public Works Department beginning approximately April 15th, 2024, with further deliveries as needed.

Delivery Trucks must have the ability to provide a sample of each load delivered if requested by the County.

The Vendor must supply a bill of lading or delivery slip showing the weight, in gallons, of each delivered load. The Vendor must also supply a verifiable ticket showing the pounds per gallon of the magnesium chloride, per delivered load.

Physical Properties

Specific Gravity 1.31+/- 0.02
pH (5% Solution) 7 - 9
Weight 10.7 - 11.1 lbs./gallon

<u>Typical Analysis</u>			<u>Typical</u>	<u>Range</u>
Magnesium Chloride	(MgCl 2)	(%)	30.9	27-35
Sulfate	(SO 4)	(%)	2.2	0.6 – 3.7
Water	(H ₂ O)	(%)	66.9	64 - 72

DELIVERY TIMES, LOCATIONS AND AMOUNTS:

All deliveries shall be made between, 7:00 a.m. and 3:30 p.m., Monday through Thursday, except Holidays, unless otherwise permitted by the County Road Department.

The County has ten (10) tanks at five (5) different locations:

KENNEWICK ROAD MAINTENANCE FACILITY
10,500 gal. and 10,500 gal. tanks
102808 Wiser Parkway
Kennewick, WA 99338

FINLEY QUARRY SITE
10,500 gal. and 6,000 gal. tanks
60313 S. Finley Road
Kennewick, WA 99337

PROSSER ROAD MAINTENANCE FACILITY
10,500 gal. and 10,500 gal. tanks
14303 N. Hinzerling Road
Prosser, WA 99350

HORRIGAN QUARRY SITE
10,500 gal. and 6,500 gal. tanks
Sellards Road – 1 mile west of Lincoln Road
Prosser, WA 99350

TRAVIS STOCKPILE SITE
6,000 gal. and 8,500 gal. tanks
NW corner of Sellards Road and Travis Road
Prosser, WA 99350

Delivery will be made to all locations. The County will give the vendors advanced notice of estimated quantities needed at each location and will endeavor to place orders three (3) business days prior to required delivery.

Vendor must be able to deliver product within three (3) business days after order is placed.

It is estimated this contract will be for approximately 325,000 gallons, dependent on price. This is offered for internal planning only and should not be considered a guaranteed usage.

The price listed shall be the bidder's current bid price PER GALLON. If price increases or decreases during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County may not be able to take continuous delivery. Every effort will be made to cooperate with vendor's scheduling requirements.

TAX PROVISIONS:

Washington State Sales Tax (WSST) will not be considered a part of the unit price. Washington State sales tax will be added as a separate item on the invoice for each purchase. The Prosser Road Maintenance Facility location is at 8.7% WSST and the Kennewick Road Maintenance Facility, Finley Quarry, Horrigan Quarry and Travis Stockpile locations are at 8.1% WSST.

Approved as to form:

DocuSigned by:
LeeAnn Holt
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LeeAnn Holt, Deputy Prosecuting Attorney
Date 2/23/2024

PROPOSAL
FOR FURNISHING
MAGNESIUM CHLORIDE

The undersigned hereby certifies that they have read the requirements and thoroughly understands the same and proposes as follows:

<u>ITEM</u> <u>NO.</u>	<u>PRODUCT</u>	<u>PRICE PER GAL. DELIVERED</u>
1	Magnesium Chloride – as described in Request for Bids	\$_____ Gal.
Please note, price is to be given per GALLON.		

DATED this _____ day of _____, 2024.

VENDOR NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: (_____) _____

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: _____

BY: _____
Authorized Signature Print Name and Title

BY: _____
Authorized Signature Print Name and Title

PROPOSAL MUST BE SIGNED

EXHIBIT A

**SUPPLY CONTRACT
MAGNESIUM CHLORIDE**

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and _____, hereinafter called "the Contractor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Contractor shall provide to the County, and the County shall obtain from the Contractor the magnesium chloride described and set forth in the "Proposal for Furnishing Magnesium Chloride" previously submitted to the County of Benton (including Contractor's proposal), a copy of which is attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Contractor for those products obtained pursuant to those prices set forth in Contractor's proposal (Appendix A), PROVIDED, however, that any increase or decrease in the price to the Contractor of any such product shall, as soon as such increase or decrease occurs, result in an equivalent increase or decrease in the Contractor's price to the County as set forth in the Contractor's proposal. The County shall have the right to verify the prices charged to the Contractor for such products at the time of their delivery to the County by contacting the Contractor's major supplier.

III. The Contractor agrees to deliver to the County the magnesium chloride product at such locations within the County, at such times and in such quantities as the County may specify.

IV. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

V. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

In any and all claims against the County, its officers, officials, employees, and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that

the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents, or subcontractors.

VI. The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

VII. Upon thirty (30) days prior notice in writing to the Contractor, the County may terminate this contract for any reason. Upon receipt of the notice of termination, Contractor shall immediately cease magnesium chloride deliveries. Upon termination, the County will make payment in full in accordance with the terms of this contract for any magnesium chloride deliveries made as of either the receipt date of the notice of termination or the third day following the date of notice of termination, whichever is sooner.

VIII. This agreement expires September 30, 2024.

IN WITNESS WHEREOF, the said Contractor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

CONTRACTOR:

COUNTY OF BENTON:

by: _____

by: _____

Jerome Delvin, Chairman,
Board of Benton County Commissioners

Title: _____

ATTEST:

By: _____

Clerk of the Board

Date _____

APPROVED AS TO FORM:

LeeAnn Holt, Deputy Prosecuting Attorney

Date _____