



**CALL FOR BIDS
#23-066-IDS-001**

**Treatment Plant Chemical –
Sodium Hypochlorite**

**Bid Opening: Thursday, February 23, 2023 at 1:30pm (local time)
904 6th St, Anacortes, WA 98221**

FOR INFORMATION, CONTACT:
Tiffany Matson, Contract Specialist
City of Anacortes
matsont@cityofanacortes.org
904 6th Street
PO Box 547
Anacortes, WA 98221

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INVITATION TO BID

Sealed bids will be received by the City of Anacortes (“City”) until 1:30pm PST on Thursday, February 23, 2023 at the office of the Clerk-Treasurer, Municipal Building, P.O. Box 547, 904 6th Street, Anacortes, WA 98221, for the purchase of a **Treatment Plant Chemical - Sodium Hypochlorite**, contract 23-066-IDS-001, for the period from contract execution through 8/31/2023. Bids are to be submitted only on the PROPOSAL FORM provided. Bids must be submitted 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, plus the name and address of the bidder. Bids shall be addressed to the City Clerk, City of Anacortes, and 904 6th Street, PO Box 547, Anacortes, WA 98221. Proposals will be publicly opened at Anacortes City Hall, and through Zoom, and read aloud shortly following bid closing.

No bid security is required.

Project Documents: Specification, Conditions, Addenda are available through the City of Anacortes website at www.anacorteswa.gov/Bids.aspx.

All bidding and performance shall be performed in compliance with the Call for Bids and any addenda issued thereto. Bids shall constitute offers to the City of Anacortes which shall be binding for sixty (60) days from the date of bid opening. The City of Anacortes reserves the right to reject any bid, any portion of any bid and/or to reject all bids. The City of Anacortes further reserves the right, but without obligation, to waive informalities and irregularities.

Bids will be evaluated based on capital cost, quality of the materials, and maintenance requirements for the goods. The City reserves the right to award Purchase Contracts to the lowest responsive, responsible bidders as it best serves the interest of the City. The Bidders to whom Purchase Contracts are awarded shall execute and return the Contracts to the City within ten (10) calendar days from the date the Bidder receives the contract documents. In case of failure of the Bidder to execute the Contract, the Bidder shall be in default, and the City shall have the right to award the Purchase Contract to the next lowest responsive, responsible Bidder.

CITY OF ANACORTES, WASHINGTON

By Steven D. Hoglund
Steven D. Hoglund, City Clerk-Treasurer

Published: Anacortes American 2/8/2023

END OF SECTION

Approximately 56,000 Gallons of Sodium Hypochlorite 12.5% available chlorine minimum. Shall be delivered in bulk tank truckloads. Each bulk delivery shall on an on-demand basis as ordered by the City. The City provides a two inch cam and groove fitting to accept delivery. The City will not pump the delivery off the truck nor shall the City supply high pressure air for that purpose. For deliveries to the Water Treatment Plant each delivery will be tested for clarity using a suspended solids quality test using vacuum filtration. The supplier shall provide a 1 liter sample from the truck to the operator for analysis prior to unloading. The 1 liter will be filtered and will be deemed acceptable if the 1 liter sample can be filtered in <3 minutes. Additional details can be provided on the test method upon request. Deliveries that fail the filter test will be rejected.

Estimated quantities per location:

- a) 15,000 Gallons in on demand deliveries that shall not exceed 5,000 gallons each of 12.5% solution for **F.O.B Destination, Freight Prepaid, ANACORTES WASTEWATER TREATMENT PLANT, 500 T AVENUE, ANACORTES, WA 98221;**
- b) 41,000 Gallons in on-demand deliveries that shall not exceed 4,000 gallons each of 12.5% solution for **F.O.B Destination, Freight Prepaid, ANACORTES WATER TREATMENT PLANT, 14489 RIVER BEND ROAD, MOUNT VERNON, WA 98273.**

END OF SECTION

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract. **Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:**

My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which this proposal is submitted.

The bidder declares that they have carefully examined the contract documents; that they have satisfied themselves as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that they have exercised their own judgment regarding the interpretation of information and has utilized all data, which they believe pertinent from the Owner and other sources in arriving at their conclusions.

The bidder agrees that if this proposal is accepted, they will, within ten calendar days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, within ten calendar days of bidder's execution of the contract, deliver to the City of Anacortes all Certificates of Insurance and related insurance endorsement forms required therein and will, to the extent of their proposal, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Project Manager designated thereunder.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

1. BID SCHEDULE

Note: Bid prices for all items, all extensions and total amount of Bid must be shown below. Quote price in cost per gallon without sales tax.

| Line | Qty | Unit | Description | Unit Price | Ext. Price |
|-------------------|-----------|--------|---|------------|------------|
| 1 | 56,000.00 | Gallon | Sodium Hypochlorite 12.5%, as specified in the Invitation to Bid #23-066-IDS-001 | | |
| Total Bid: | | | | | |

2. ADDENDUMS

Bidder acknowledges review of all Addenda through No. _____

NOTE: Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Anacortes website: <https://www.anacorteswa.gov/Bids.aspx>.

3. BIDDER INFORMATION

This Bid is submitted on and by:

Company Name: _____

Signature: _____

Name (Print): _____

Title: _____

Email: _____

Date: _____

Phone and Email Address for Order Placements: _____

Address of Bidder: _____

Telephone No.: _____

END OF SECTION

1. BIDDING REQUIREMENTS

1.1 USE AND COMPLETION OF CITY'S PROPOSAL SHEETS

A. Bidder's Proposal: Each Bidder must bid exactly as specified on the Call for Bids (hereinafter referred to as bid) sheets. Each item shall be bid separately. Bidders do not have to offer bids on all items. All bids must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed: Proposals that are incomplete or conditioned in any way, containing alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as non-responsive. The City cannot legally accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out City Bid Forms: All proposals must be made upon the PROPOSAL FORM and the prices must be stated in figures either written in ink or typewritten. All unit prices are prices are F.O.B. destination, freight prepaid included. No proposal having erasures or interlineations will be accepted unless initialed by the Bidder in ink. The following form **must** be returned with the bid:

1. Completed and Signed Bid Proposal Form (2 pages)

1.2 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the drawings, specifications, delivery schedules, delivery locations and all instructions. Failure to do so will be at the Bidder's risk.

1.3 CLARIFICATION OF PROPOSAL FOR BIDDER

It is the responsibility of all offerors to examine the entire Call for Bids package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. If a prospective Bidder has any questions concerning any part of the Bid/Proposal, they may submit an email request to matsont@cityofanacortes.org no later than 9:00am PST on February 15, 2023. Any interpretation of the Bid will be made by an Addendum duly issued and posted at www.anacorteswa.gov/Bids.aspx. Such addendum must be acknowledged by signing the addendum section of the bid. Such acknowledgement must be received by the City prior to the bid opening. The City will not be responsible for any other explanation or interpretation of the bid documents.

1.4 INCURRING COSTS

The City is not liable for any cost incurred by a Bidder in the process of responding to this bid, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this bid.

1.5 BID SECURITY - Not Required.

1.6 DELIVERY OF PROPOSALS TO THE CITY

All bids must be delivered in the manor specified in the Call for Bids. All bid proposals and documents must be delivered to the City Clerk, 904 6th Street, PO Box 547, Anacortes, WA, 98221-0547, in a sealed, properly addressed envelope with the outside clearly marked with the bid opening date and time, the project name and number as it appears in this advertisement, plus the name and address of the bidder. Bids shall be addressed to the City Clerk, City of Anacortes, and 904 6th Street, PO Box 547, Anacortes, WA 98221. City offices are not open for special mail or other delivery on weekends and City holidays. The City shall assume no responsibility for delay in U.S. mail or any delivery service, or for bids delivered to City offices other than the specified City Office. Bids sent by facsimiles or email are not acceptable. Bids received after the time stated in the bid will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement.

1.7 WITHDRAWAL OF BID

A. Prior to Bid Opening: Any Bidder may withdraw his/her Bid prior to the scheduled bid opening time by delivering a written notice to the City Clerk. The notice may be submitted in person or by mail; however, it must be received by the City Clerks Office prior to the time for bid opening.

B. After Bid Opening: No bidder will be permitted to withdraw his/her Bid/Proposal after the time of bid opening, as set forth in the Call for Bids, and before the actual award of the Contract, unless the award of

Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Bidder must submit written notice withdrawing his/her Bid to the City Clerk.

1.8 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award pursuant to RCW 42.56.70. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary. The bid opening will also be available to view live through Zoom. If no bids are received the Zoom meeting will be cancelled. Join Zoom at <https://us02web.zoom.us/j/81851147685>

Meeting ID: 818 5114 7685

One tap mobile

+12532158782,,81851147685# US (Tacoma)

+12532050468,,81851147685# US

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 253 205 0468 US

+1 719 359 4580 US

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

Find your local number: <https://us02web.zoom.us/u/kTScU2GMH>

1.9 EVALUATION OF BID

A. Insertions of Material Conflicting with Specifications: Only material inserted by the Bidder to meet requirements of the Specifications will be considered. Any other material inserted by the Bidder will be disregarded as being non-responsive and may be grounds for rejection of the Bidder's Bid/Proposal.

B. Correction of Ambiguities and Obvious Errors: The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern. Written prices will govern over numeric prices.

1.10 QUANTITY REQUIREMENTS

The quantities listed are the City's current estimated requirements for a **Six Month** supply. Prices for all bid items shall be firm, including all delivery charges, for a period of approximately **Six Months** from contract execution to August 31, 2023. The City will neither be obligated by nor restricted to these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid. Orders will be placed on an "as needed, when needed" basis.

1.11 COOPERATIVE PURCHASING

This bid and contract are anticipated for use by other government agencies. The host agency of this bid and contract has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other government agencies. Interlocal purchasing agreements allow either party to make purchases at the other party's accepted bid price. By submitting an Offer, the Supplier agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other such governmental agencies. The host agency will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

1.12 TERM

City of Anacortes intends to award this bid to the most responsive responsible bidder based on the specifications indicated herewith for an approximate six (6) month period, from **contract execution to August 31, 2023**. By submitting a sealed bid, the bidder must agree to provide all stated goods at the bid price for the specified approximate six month period per the terms and conditions contained within this bid document. Failure on the part of the successful bidder to honor their bid price may result in any action the City deems necessary to remedy the situation.

1.13 AWARD

The City reserves the right to award a contract for any or all items to one or more Bidders, to reject any and all Bids or any item(s) within the Bids, to waive any informality in the Bids, and to call for new Bids as best meets the needs of the City.

2. CONTRACT REQUIREMENTS

2.1 TREATMENT CHEMICALS

A. By submitting a bid in response to this solicitation, Bidders warrant that chemicals provided as a result of this solicitation:

1. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water chemicals.
2. Conform in all respects to the chemical specifications contained herein.
3. Are free from adulterants or impurities of any kind.

B. Any and all referenced product(s) specifications, i.e., AWWA, NSF, etc., are a minimum requirement and shall not be the sole basis for acceptance or rejection of supplied product(s). The City staff shall be the sole judge for this determination for products supplied.

C. By submission of a bid, vendor/supplier agrees to pick-up and dispose of any delivery which has been determined not to be in compliance with product specifications at no expense to the City.

D. No charges may be passed on to the City for any unexpected increases in expenses incurred by the Supplier, including fuel surcharges.

E. The City reserves the right to cancel any individual supplier's contract by providing 30 days written notice of intent to terminate contract. Grounds for cancellation of contract shall include, but are not limited to the following reasons:

1. Supplied chemical product(s) causes unacceptable treatment related difficulties and/or additional costs.
2. Safety or delivery problems caused by the supplier, their agent or product. The City shall be the sole judge for this termination. Deliveries in violation of mutually agreed upon schedules and discrepancies between order and delivery quantities. Late delivery, attempts to raise delivery prices, are grounds for severance of contract. Prices quoted for these specifications shall be FOB destination and include handling/unloading and fuel surcharges.

F. The City reserves the right to have each and every shipment of chemicals tested by a competent laboratory. Failure of a shipment to comply with the prescribed analysis and specified requirements per bid item in every detail will be sufficient reason for rejection of the shipment. Should a shipment be rejected, it will be returned to the Supplier, who shall pay all handling and shipping charges. Upon notice of rejection of a shipment, the chemical Supplier shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis.

G. In the event the Supplier is unable to furnish chemicals of acceptable quality in time to meet the City's treatment needs, the material will be obtained elsewhere, and any additional cost to which the City may be subjected thereby either will be deducted from any payments due (or to become due) the Supplier or will be billed to the Supplier.

H. Suppliers must supply a current and complete Safety Data Sheet (SDS) before their first delivery.

2.2 DELIVERY

Deliveries must be made to our respective facility locations and F.O.B Destination, Freight Prepaid.

Delivery point locations are the Water Treatment and Wastewater Treatment Plants. Other deliveries will be to street addresses indicated. For additional information on delivery locations, call (360) 299-1971.

The Anacortes Water Treatment Plant, 14489 River Bend Rd, will accept chemical deliveries between the hours of 7:00am – 1:00pm. Deliveries attempted outside of these hours will be refused and must be rescheduled at no additional expense to the City.

Supplier accepts for all risks for the item(s) until accepted by the City. The Supplier is responsible for any freight charges incurred in delivering the item(s) to the FOB Point. A representative of the City will sign the Supplier's delivery ticket to acknowledge receipt of the item(s) by the City. Unless the Supplier receives such signature, the City shall not be responsible for the receipt of the item(s). The City retains the right to inspect the delivered item(s) prior to acceptance and shall not accept item(s) that do not conform to the requirements of this Contract.

2.3 AWARD OF CONTRACT

Written notification will be mailed or otherwise furnished to the successful offeror per bid item (lowest responsive, responsible bidder) within 60 calendar days following the bid opening. After the notice of proposed award, the apparent successful bidder shall return the signed contract within 10 days. Until the City executes said contract or award/acceptance documents, no proposal shall bind the City to execute a contract, nor obligate it to bear any expense pursuant to the Call for Bids. The Supplier shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the City.

2.4 ASSIGNMENT/SUBCONTRACT

Supplier shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of City. No such written approval shall relieve the Supplier of any obligations of this Contract, and any transferee or subSupplier shall be considered the agent of the Supplier. Supplier shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

2.5 INSPECTION

A. Of the Work: All materials furnished shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Supplier shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Supplier of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. City Project Manager's Authority: The City Project Managers shall have power to reject materials which do not fulfill the requirements of these Specifications, but in case of dispute the Supplier may appeal to the City Attorney, whose decision shall be final. The Contract shall be carried out under the general control of the representative of the particular Department administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Supplier shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Supplier of their obligations or responsibilities under the Contract.

2.6 FEDERAL, STATE AND MUNICIPAL REGULATIONS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

2.7 TAXES

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Supplier must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Supplier's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

2.8 THE CITY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Default: If the Supplier defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Supplier in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain the materials elsewhere. If the contract is terminated for default, the Supplier shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Supplier. The Supplier shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Supplier was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience: The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

2.9 VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

2.10 PAYMENT

All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number**, and Price. The Supplier must allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Supplier within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Supplier shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

Payment(s) made in accordance with contract terms shall fully compensate the Supplier for all risk, loss, damages, or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

2.11 WITHHOLDING PAYMENT

In the event the Contracting Officer determines that the Supplier has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the City may withhold from amounts otherwise due and payable to Supplier the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Supplier to terminate or damages, provided that the City promptly gives notice in writing to the Supplier of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in such notice to the Supplier of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Supplier acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The City may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the

Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Supplier, (3) to set off any amount so paid or incurred from amounts due to become due the Supplier. In the event the Supplier obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Supplier by reason of good faith withholding by the City under this clause.

2.12 INDEMNIFICATION / HOLD HARMLESS

The Supplier shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

2.13 INSURANCE REQUIREMENTS

A. Insurance Term: 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 products and materials supplied to the City.

B. No Limitation: The Supplier's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Supplier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: The Supplier shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

D. Minimum Amounts of Insurance: The Supplier shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

E. Other Insurance Provision: The Supplier's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Supplier's insurance and shall not contribute with it.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage: The Supplier shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier before goods, materials or supplies will be accepted by the City.

H. Notice of Cancellation: The Supplier shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Supplier to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Supplier to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Supplier from the City.

J. City's Full Availability of Supplier Limits: If the Supplier maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Supplier, irrespective of whether such limits maintained by the Supplier are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Supplier.

2.14 PERMITS

The Supplier shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by the City. In the event a necessary permit is not obtained the Supplier will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

2.15 ACCEPTANCE

Supplier acknowledges and agrees that these General Conditions are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Supplier. These General Conditions supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

2.16 SUPPLIER IS AN INDEPENDENT SUPPLIER

The parties intend that an independent Supplier relationship will be created by this Contract. No agent, employee or representative of the Supplier shall be deemed to be an agent, employee or representative of the City for any purpose. Supplier shall be solely responsible for all acts of its agents, employees, representatives during the performance of this Contract.

2.17 STANDARD TITLE VI / NON-DISCRIMINATION ASSURANCES

During the performance of this contract, the Supplier, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

2.18 DISPUTES

A. **General:** Differences between the Supplier and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Agency, shall be final and conclusive.

B. **Notice of Potential Claims:** The Supplier shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Purchasing Agent or the City, or (2) the happening of any event or occurrence, unless the Supplier has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Supplier believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Supplier shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

C. **Detailed Claim:** The Supplier shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Supplier has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

2.19 FORCE MAJEURE

Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the

other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Supplier shall have no recourse against the City.

2.20 NOTICE

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Supplier to the department head of the department for whom services are rendered, and to Legal Department, Attention: Tiffany Matson, 904 6th Street, PO Box 547, Anacortes, WA, 98221. Notice to the Supplier for all purposes under this Agreement shall be given to the address reflected on the Proposal. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

2.21 SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

2.22 WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

2.23 SURVIVAL

The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Supplier for default during the term of the Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason: Taxes; The City's Right to Terminate Contract; Disputes; Venue and Choice of Law; Indemnification / Hold Harmless; Waiver.

2.24 ENTIRE AGREEMENT

The terms stated within this Call for Bids represent the terms that shall apply in any subsequent contract to this Call for Bids between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

END OF SECTION



SAMPLE CONTRACT

CONTRACT 23-066-IDS-001

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and _____ a private company at _____ (herein after referred to as "Supplier").

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

- I. **Scope of Work:** The Supplier shall furnish 56,000 Gallons of Sodium Hypochlorite 12.5% available chlorine minimum. Shall be delivered in bulk tank truckloads. Each bulk delivery shall on an on-demand basis as ordered by the City. The City provides a two inch cam and groove fitting to accept delivery. The City will not pump the delivery off the truck, nor shall the City supply high pressure air for that purpose. For deliveries to the Water Treatment Plant each delivery will be tested for clarity using a suspended solids quality test using vacuum filtration. The supplier shall provide a 1 liter sample from the truck to the operator for analysis prior to unloading. The 1 liter will be filtered and will be deemed acceptable if the 1 liter sample can be filtered in <3 minutes. Additional details can be provided on the test method upon request. Deliveries that fail the filter test will be rejected. Estimated quantities per location:
 - a) 15,000 Gallons in on demand deliveries that shall not exceed 5,000 gallons each of 12.5% solution for F.O.B Destination, Freight Prepaid, ANACORTES WASTEWATER TREATMENT PLANT, 500 T AVENUE, ANACORTES, WA 98221;
 - b) 41,000 Gallons in on-demand deliveries that shall not exceed 4,000 gallons each of 12.5% solution for F.O.B Destination, Freight Prepaid, ANACORTES WATER TREATMENT PLANT, 14489 RIVER BEND ROAD, MOUNT VERNON, WA 98273.

Work shall be in accordance with and as described in the City of Anacortes document entitled "**Treatment Plant Chemical - Sodium Hypochlorite**" issued February 8, 2023 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and General Conditions contained therein.

- II. **Changes/Additional Work:** Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. **Price and Payment Terms:** The Unit prices and quantities are specified in the attached Supplier's Bid which is hereby incorporated by reference.
- IV. **Contract Term:** The contract term is from contract execution to August 31, 2023.
- V. **Delivery and Risk of Loss:** The Supplier shall coordinate all deliveries with the individual treatment plants. Supplier is liable for all risks for the goods until accepted by the City. The Supplier is responsible for any freight charges incurred in delivering the goods to the FOB Point. A representative of the City will sign the Supplier's delivery ticket to acknowledge receipt of the goods by the City. Unless the Supplier receives such signature, the City shall not be responsible for the receipt of the goods. The City retains the right to inspect the delivered goods prior to acceptance and shall not accept goods that do not conform to the requirements of this Contract.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

(SUPPLIER)

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

END OF SECTION