



City of Vancouver

INVITATION TO BID (ITB): 24-33 Supply & Delivery of Sodium Fluoride

<u>Invitation to Bid Information:</u>	<u>Submit Bids to:</u>
<p>ITB NUMBER: 24-33 ITB TITLE: Supply & Delivery of Sodium Fluoride DATE ISSUED: Wednesday, May 29, 2024</p> <p>CONTACT PERSON: Ashley Kunze EMAIL ADDRESS: ashley.kunze@cityofvancouver.us</p> <p>QUESTION DEADLINE: Thursday, June 6, 2024 ADDENDUM DEADLINE: Tuesday, June 11, 2024 BID OPENING: Tuesday, June 18, 2024</p>	<p>Procurement Portal: cityofvancouver.bonfirehub.com</p> <p>For delivery in person, by courier, UPS of FedEx: Attn: Procurement Services Vancouver City Hall 415 W. 6TH ST Vancouver, WA 98660</p> <p>For delivery by the US Postal Service: Attn: Procurement Services City of Vancouver PO BOX 1995 Vancouver, WA 98668</p>

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SECTION 1: INSTRUCTIONS TO BIDDERS

Notice is hereby given that sealed bids will be received by the City of Vancouver, Washington, for ITB #24-33 Supply & Delivery of Sodium Fluoride bids up to the hour of 11:00 a.m., Pacific Local Time, **June 18, 2024** and will publicly open and read aloud at that time on the same day in the Vancouver City Hall, 415 W 6th St, Vancouver, Washington and via an online platform.

Invitation to Bid packets may be examined or at: cityofvancouver.bonfirehub.com.

Questions or Requests for Clarification must be sent to Ashley Kunze, Procurement Specialist, via email to ashley.kunze@cityofvancouver.us and be received by 4:00 p.m. on **June 6, 2024**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than 5:00 p.m. on **June 11, 2024**.

The City of Vancouver is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities. (Section 4 of Chapter 56, Laws of 1975, 1st Ex. Sess., State of Washington).

The City of Vancouver in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City reserves the right to cancel this Request or reject any and all proposals submitted or to waive any minor formalities of this call if the best interest of the City would be served.

Ashley Kunze, Procurement Specialist

BACKGROUND

The City of Vancouver encompasses 51.84 square miles, has an estimated 2020 population of 189,700 and is projected to exceed 200,000 within the next 10 years. The City is located on the I-5 corridor and extends along the shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon and is the southwestern gateway to the State of Washington.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks & recreation programs, administers land use policy and takes an active role in Vancouver's commercial and industrial development.

Vancouver has a Council/Manager form of government with a City Council comprised of the Mayor and six councilmembers who set policy and direction. The City Manager oversees the day-to-day operations of the City.

ANTICIPATED BID SCHEDULE

These dates are estimates and subject to change by the City.

Event	Date
Questions Due by 4:00pm PST	Thursday, June 6, 2024
Addendum Issuance by 5:00pm PST	Tuesday, June 11, 2024
Bid Opening at 11:00am PST	Tuesday, June 18, 2024

SCOPE OF SERVICES

This contract provides for the supply and delivery of Coarse Crystal Sodium Fluoride to be used by the City Water Department in water production and other work, all in accordance with these Contract Provisions, and the Technical Specifications.

SUBMITTAL INSTRUCTIONS

Bids shall be delivered by or before 11:00 a.m., Pacific Local Time, on June 18, 2024. The City will not accept any submittals after that day and time. Bidder accepts all responsibility and risk for method of delivery.

Bids are to be submitted to Procurement Services on the bid forms provided for this purpose, in a sealed container. The outside of envelope(s) or package(s) must clearly state the project name, Bid number, Bidder's name and return address, and the date and time of the Bid opening.

The Bid opening will be held in person and via an online platform. Contractors are invited to join in person, through the website, or by phone:

Online:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2Q0NjRkYmEtNTJINS00NTFhLTk3MDUyZm4MzVIYWJiYzlw%40thread.v2/0?context=%7b%22Tid%22%3a%22bf6d19b6-9266-4686-a93a-50b537dc583a%22%2c%22Oid%22%3a%22c58d7094-c394-48f9-9b8d-2dfaaf95cfd5%22%7d

By Phone:

(347) 941-5324

Meeting number (access code): 787831137#

Bidders may submit sealed bids online through the City of Vancouver's Procurement Portal cityofvancouver.bonfirehub.com or select one of the following options for delivery of the Bid proposal:

Delivery Address:

(In Person, Courier, UPS, or FedEx)
Procurement Services Manager
City of Vancouver
Customer Service Desk - 1st floor lobby
415 W. 6th Street
Vancouver, WA 98660

Mailing Address:

(USPS)
Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668

Bids delivered to locations other than as indicated in this document or received after the designated time will not be accepted.

It is the Bidder's responsibility to allow enough time for delivery to occur before the designated Bid due date and time. Please be advised that Bid deliveries requiring signature may not be delivered to Procurement Services in a timely manner as our receiving point is not staffed at all times and there may be no one available to sign at the time of delivery. Bids delivered to locations other than as indicated above or received after the designated time will not be accepted.

Bids submitted via FAX or EMAIL will not be accepted.

Bids will be opened and publicly read in person and via an online platform at the Vancouver City Hall, 415 W 6th Street, Vancouver, WA 98660 at the time and date specified. **Contractors are invited to join in person, through the website, or by phone:**

Online:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2Q0NjRkYmEtNTJINSO0NTFhLTk3MDUyZm4MzVIYWJjYzlw%40thread.v2/0?context=%7b%22Tid%22%3a%22bf6d19b6-9266-4686-a93a-50b537dc583a%22%2c%22Oid%22%3a%22c58d7094-c394-48f9-9b8d-2dfaaf95cfd5%22%7d

By Phone:

(347) 941-5324

Meeting number (access code): 787831137#

No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of bid prices during the review process.

The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation or reject any and all bids submitted or to waive any minor formalities if the best interests of the City would be served.

BIDDING DOCUMENTS

Bidding documents may be examined in Owner's office, Vancouver City Hall, 415 W 6th St, Vancouver Washington. Bidding documents may be obtained from the City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. These are available for viewing, downloading and printing on your own equipment, free of charge.

Bids shall be in accordance with the Plans, Specifications, General Conditions, Special Provisions and all other contract documents prepared for the above referenced project, on file in the office of Procurement Services, phone (360) 487-8430. Bid results may be obtained within 24 hours after the Public Bid Opening by accessing The City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. Bids are to be submitted to Procurement Services on the proposal forms provided for this purpose, in a sealed container. **The outside of envelope(s) or package(s) must clearly state the project name, Bid number, Bidder's name and return address, and the date and time of the Bid opening.**

ADDENDA

Questions or Requests for Clarification must be sent to Ashley Kunze, Procurement Specialist, via email to ashley.kunze@cityofvancouver.us and be received by 4:00 p.m. on **June 6, 2024**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than 5:00 p.m. on **June 11, 2024**.

It is the sole responsibility of the Bidder to learn of and obtain any and all issued Addenda. Addenda may be obtained from the City of Vancouver Procurement Services website at: cityofvancouver.bonfirehub.com. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addenda and as a result, submit a non-responsive Bid submittal.

SECTION 2: TERMS AND CONDITIONS

PURCHASE ORDER

Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.

ORDER QUANTITY

This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.

PRICES

Proposed prices outlined below must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Consumer Price Index-All Urban Consumers (Seattle, Bellevue, Everett WA) area for the immediate, previous four (4) quarters.

Contractor warrants that prices of materials set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same under similar conditions and in like or similar quantities.

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers; return and re-stocking fees due to vendor error.

SCHEDULE

Unless the City requests a change in schedule, the Contractor shall deliver the products and render the services by the "Delivery Date" stated on the signed purchase order.

In the event that the products are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the products and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

DELIVERY

All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations (including without limitation latent defects).

PAYMENT

Invoices will be paid at no more than net thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice thereof.

TERMINATION

The City intends to award this contract for a period of five (5) years. The maximum term of this contract is five (5) years.

The City, at its sole discretion, may terminate this Agreement for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

WARRANTIES

All products shall be warranted against defects or faulty workmanship and materials by the Contractor for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

TAXES

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

ADJUSTMENTS

The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

ASSIGNMENT

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.

WAIVER

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

BINDING EFFECT

The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns. It will be at the City's sole discretion as to which terms may or may not apply to the Agreement.

REMEDIES CUMULATIVE

Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

SEVERABILITY

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

RELATION OF PARTIES

The Contractors, its subcontractors, agents, and employees are independent Contractors performing services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subcontractors, agents and employees shall not have the authority to bind City any way except as may be specifically provided herein.

OWNERSHIP OF MATERIALS, WRITINGS AND PRODUCTS

All materials, writings, and products produced by Contractor in the course of performing this Agreement shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City; provided, however, that this clause does not apply to materials, writings, or products in which Contractor has a copyright interest prior to the date of this Agreement. A copy may be retained by the Contractor.

PROPRIETARY AND CONFIDENTIAL INFORMATION

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 of the Revised Code of Washington ("RCW"), and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that Contractor has marked as "Proprietary and Confidential," the City shall notify the Contractor of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment for withholding or delaying public disclosure of such information.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

INDEMNIFICATION

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature (including patent infringement or copyright claims) arising out of, or in connection with, or incident to, the performance of services pursuant

to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by law. Contractor is an independent Contractor and responsible for the safety of employees.

INSURANCE

The Contractor agrees to furnish the City with a current Certificate of Insurance on the standard "ACORD" with the coverage's listed below:

\$1,000,000.00 minimum/general liability per occurrence
\$2,000,000.00 minimum/general aggregate
\$1,000,000.00 minimum/automobile combined single limit (each accident)

City of Vancouver named as additional insured on the commercial general liability policy and an "additional insured" policy endorsement CG2012, CG2026 or equivalent must be included with the certificate of insurance

The certificate shall be made out to the City and be an original; no photocopies shall be accepted. The Certificate of Insurance shall provide the City be given 30 days advance notice of cancellation, non-renewal, or material change in coverage.

OTHER LIABILITIES

Contractor agrees to indemnify, defend, save, and hold harmless the City, its officials, employees and agents from all claims, suits, and actions of any nature arising out of or related to the products and activities of the Contractor, its officers, subcontractors, agents, or employers under this Agreement. Contractor will not indemnify any action that arises out of the control application or operation of their software that was created by a third party vendor.

WORKER'S COMPENSATION

The Contractor shall comply with the State Washington, Department of Labor and Industries Industrial Insurance program, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

EMPLOYMENT SECURITY

The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

INDEPENDENT CONTRACTOR

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

LICENSES AND SIMILAR AUTHORIZATIONS

The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement.

In most cases, contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

ENTIRE AGREEMENT

This Agreement incorporates all the agreements, covenants, and understanding between the parties, including but not limited to the City's invitation to bid and Vendor's response, including any and all promises, warranties, commitments, and representations made in the successful Bid, are binding and incorporated by reference in this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

COOPERATIVE PURCHASING

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having responded to the Invitation to Bid, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or Agreement at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or Agreement, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or Agreement file a copy of this invitation and such agreement in accordance with RCW 39.34.040.

GOVERNING LAW/VENUE

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

E-VERIFY PROGRAM

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

SECTION 3: BID SUBMITTAL REQUIREMENTS & PROCEDURE

BID SUBMITTAL CHECKLIST

The bidder's attention is especially called to the following forms, which must be executed in full as required. This checklist has been prepared and furnished to aid bidder in including all necessary supporting information with their bid. It is not guaranteed to be complete or accurate, and the responsibility for compliance with all bidding requirements remains with the bidder. Items in *bold* shall be submitted with your bid. Failure to do so, shall make your bid non-responsive.

BID FORM

Bids shall be completed and submitted on the bid forms provided.

ADDENDA ACKNOWLEDGEMENT FORM

The bidder must sign, where indicated on the last page of the bid documents, acknowledgement of any addenda prior to the bid opening. *Failure to comply with this provision will render the bid non-responsive and therefore void.*

It is the sole responsibility of the Supplier to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: cityofvancouver.bonfirehub.com;

However the sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addendums and submit inadequate or incorrect responses.

REJECTED BIDS

The City will not be responsible for any errors in bids. Bidders will not be allowed to alter bids after the submittal deadline. The City may consider a bid irregular and reject it if any of the Bid Item prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Owner. Bids submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.

Qualified bids will be deemed non-responsive and will not be accepted.

The City reserves the right to adjust the scope of this work to match available funds. The City of Vancouver, at its sole discretion, reserves the right to cancel this invitation, reject any or all bids submitted, and to waive any minor formalities if deemed to be in the best interest of the City.

TIE BREAKING

After opening Bids, if two or more lowest responsive, responsible Bid totals are exactly equal, then the tie-breaker will be determined by a coin toss by the Procurement Manager or their designee before at least two (2) witnesses. Bidders shall choose "Heads" or "Tails" in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing prior to the Coin Flip. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive, responsible Bid are to participate.

CLAIM ERRORS

A Bidder who wishes to claim error after the Bids have been publicly opened and read shall promptly notify the City that an error occurred. The Bidder shall submit a declaration under penalty of perjury signed by the Bidder and accompanied by the work sheets used in the preparation of the Bid, requesting relief from the responsibilities of Award. The affidavit or declaration shall describe the specific error(s) and certify that the work sheets are the ones used in preparing the Bid.

BID VALIDITY

Bidders may not alter their bid prices after the hour set for the public Bid Opening, unless the award of contract is delayed for more than forty-five (45) days. The City reserves the right to request an extension of time for firm bid prices during any such delay to allow for the review process.

BID EVALUATION

Bids will be evaluated by the City to determine which Bid, if any, should be accepted in the best interest of the City.

1. Responsiveness. The City will consider all the material submitted by the Bidder to determine whether the Bidder's offering is in compliance with the terms and conditions set forth in this Bid.
2. Responsibility. The City will consider all the material submitted by the Bidder, and other evidence may be obtained otherwise, to determine whether the Bidder is capable of and has a history of successfully completing orders of this type. This may include requiring the Bidder to provide references from previous customers who have been provided the same or equivalent goods or services. References shall include the names and addresses of the parties to whom such goods or services were provided, and the name and phone number of contact persons with such parties.

In determining lowest most responsible bidder, in addition to price, the following may be considered:

1. The ability, capacity, and skill of the bidder to perform the Bid;
2. Whether the bidder can perform the contract promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of any previous order or contract by the bidder;
5. The previous and existing compliance by the bidder with laws and ordinances relating to material purchases;
6. The sufficiency of the financial resources and ability of the bidder to perform the Bid;
7. The quality, availability, and adaptability of the materials supplied or equipment to the particular use required;
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the Bid;

BID AWARD

The lowest Bid of a responsible bidder shall be determined as set forth in this Invitation to Bid. Council award, if required, and a purchase order, will evidence the acceptance of contract. No other act of the City shall constitute acceptance of a contract. The attached Agreement containing our terms and conditions (T&C's) are meant to be non-negotiable, but may be modified at the City's sole discretion. Any concerns with said T&C's must be addressed by the deadline established for questions and request for

clarifications. The City will review all concerns but is not obligated to change any part of said T&C's. Request to modify the T&C's after the proposal's closing date and time will not be considered, and your proposal shall be rejected for non-responsiveness.

PROTESTS

Pre-Bid or Solicitation Phase Protest

The City must receive such a protest at least five (5) Days prior to the bid opening or proposal/qualifications due date. These protests are to be submitted to the Procurement Specialist overseeing the project.

Upon receipt of the protest the Procurement Specialist shall review the concerns outlined and consult with the necessary parties as need. The Procurement Specialist shall reply to the protest within three (3) Days.

Pre-Award Protest

The City must receive such a protest within three (3) Days after bid opening or notification of intent to award for Request for Proposals/Qualifications. These protests are to be submitted to the Procurement Manager. Copies of the protest may be provided to the bidder against whom the protest is made if they are not copied on the original protest. At that time, the bidder whom the protest is made against can respond in writing to the Procurement Manager, within two (2) business days to the issues brought forward by the Protestor.

The Procurement Manager, upon receipt of the protest, shall review all of the issues brought forward in the protest and consult with the necessary parties as needed. All available facts will be considered. The Procurement Manager shall respond, in writing, to all parties within ten (10) Days after receipt of the protest. If more time is necessary to complete a thorough review the Procurement Manager will notify all parties involved.

The Procurement Manager shall not award the project to anyone other than the protesting bidder without first providing at least two (2) Days' written notice of the City's intent to award.

For more information, see the City of Vancouver Procurement's Protest Policy at <https://www.cityofvancouver.us/business/procurement-services/>

BID FORM

To the City Council
City of Vancouver
Vancouver, Washington 98660

The undersigned hereby certifies that the locations and construction details of work outlined in the Plans and Specifications have been personally examined for the:

This contract provides for the supply and delivery of Coarse Crystal Sodium Fluoride to be used by the City Water Department in water production and other work, all in accordance with these Contract Provisions, and the Technical Specifications. The item must meet or exceed the attached City of Vancouver specifications. Washington State sales tax is not applicable on this product requirement for drinking water usage.

This bid proposal will be for approximately **300 tons** of Coarse Crystal Sodium Fluoride for the 5-year period of the contract. Bidders are hereby advised that the quantities shown are **ESTIMATES ONLY**, and the ultimate amount may be **CONSIDERABLY MORE OR CONSIDERABLY LESS** than the estimates shown. The estimated quantities are being established to facilitate a basis for the award of bid.

The product is to be delivered as follows: Approximately 24 tons (truck load) as needed. All fluoride products are to be supplied in 50-pound bags. A separate purchase order will be issued for each shipment.

An affidavit of compliance (from either the manufacturer or the distributor) must be submitted with the proposal, stating that the material, supplied under this specification, complies with ANSI/AWWA STANDARD B701-11, or the latest revision thereof. The affidavit must include the expiration date of the above certifications.

Prices must be firm for 12 months from the date of award (approx.). A separate purchase order will be issued for each shipment.

All bids must be F.O.B. Vancouver, Washington, delivered to the City of Vancouver Operations Center Warehouse, 4711 E. Fourth Plain Blvd., Vancouver, Washington 98661 or as specified. Twenty-four hour notice, prior to shipping is required by the City. Please call (360) 487-8288 to confirm shipping date and time.

Bidder certifies they have read and thoroughly understand the Specifications and contract governing the purchase and the method by which payment will be made for said work and hereby propose to undertake and complete requirements in accordance with said Contract and at the following schedule of rates and prices.

The City reserves the right to adjust the scope of this work to match available funds, including if necessary, the elimination of specific work or all work associated with specific buildings included in this Invitation to Bid.

NOTE:

- Show prices in legible figures (not words) written in ink or typed, and expressed in U.S. dollars and cents.
- Where conflict occurs unit price shall prevail.

- Unit Prices required for all non-Lump Sum bid items.
- The Total Price for Non-Lump Sum Bid Items should be calculated as follow:
 - Approx. Quantity (as listed for that bid item) x Unit Price = Total Price
- Your proposal will be considered irregular and will be rejected if the unit price is left blank and a price per unit cannot be determined by equally dividing the “Approx. Quantity” into the Total Price and rounding the result to the nearest two decimal places.
- Your Bid shall be considered *non-responsive* and therefore, void if:
 - Figures are illegible
 - Minimum proposal requirements are not met (when applicable)
 - Bid is qualified or conditions are added to your Bid.

Item	Description	Approx. Quantity	Unit Price	Total Cost
1.	Coarse Crystal Sodium Fluoride per Attached Specifications	300 Tons	\$	\$
Grand Total				\$

Ordered products shall be delivered within **thirty (30) calendar days** from receipt of our Purchase Order. Shorter delivery time is encouraged. Bids with longer delivery time will be rejected as non-responsive.

DELIVERY WILL BE MADE WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER.

The following Addendum/Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgment
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

NOTE: **Failure to acknowledge any issued Addenda will 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 Vancouver Procurement Services' website at: cityofvancouver.bonfirehub.com

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association, LLC, or corporation has (have) 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 project for which this proposal is submitted.

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

By signing this page of the bid, the bidder acknowledges that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the City of Vancouver.

_____ Authorized Official (Signature)	_____ Date
_____ Printed Name of Authorized Official	_____ Title of Authorized Official
_____ Company Name	_____ Federal Employee I.D. #
_____ Address	_____ City, State, Zip
_____ E-mail Address	_____ Telephone Number

NOTE:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation or LLC, this proposal must be executed by a duly authorized official.
3. Bids submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.

TECHNICAL SPECIFICATIONS

Sodium Fluoride

All sodium fluoride supplied to the City of Vancouver shall conform to the American Water Works Association Standard ANSI/AWWA B701-11 or the latest revision thereof. It shall be a **COARSE CRYSTALLINE** grade and designated for use in the treatment of potable water supplies. It shall contain no stones, sticks, paper, or other foreign matter, 98.5% purity. Fluoride supplied may be either domestic or foreign in origin.

The sodium fluoride **SHALL NOT** contain other soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the drinking water that has been properly treated with sodium fluoride. The sodium fluoride supplied shall be a dry, coarse crystalline material containing **NO LUMPS**.

Packages shall have the name of the compound, net weight of the contents, the name of the manufacturer, notation that the compound carries ANSI/NSF 60 certification, a lot number, and the brand name, and other markings as required by law. Each package is also to be identified with a **RED BAND** (minimum 3" wide red band) around the middle of the bag and shall bear a warning label worded as follows:

**"WARNING!!! POISONOUS IF SWALLOWED OR INHALED.
AVOID BREATHING THE DUST. WASH THOROUGHLY AFTER HANDLING, CLEAN
UP SPILLAGE IMMEDIATELY, WEAR RESPIRATOR AND GOGGLES WHILE
HANDLING THIS MATERIAL".**

ANTIDOTE: GET IMMEDIATE MEDICAL ATTENTION!!!

Packaging Information for Suppliers

Sodium fluoride supplied to the City of Vancouver shall be shipped in multi-walled, heavy duty paper bags with polyethylene inner liners. The bags shall contain fifty (50) pounds of fluoride each and shall be kept dry and undamaged (torn and/or leaking bags shall be rejected). Net weight of contents in bags shall not vary (deviate) by more than 2.5% plus or minus. Bags with side pour spouts will **NOT** be accepted.

When the shipment arrives, the bags shall be neatly arranged in a position fully on standard wooden pallets (approx. 44" x 44") suitable for warehouse storage. There shall be no more than one ton (40 bags) on each pallet and each pallet **SHALL BE POLY-WRAPPED** to guard against broken bags and hardening of the contents due to exposure to moisture (pallets to be supplied by the manufacturer or distributor).

Any spillage, due to bags damaged in shipment, shall be the supplier's responsibility to clean up, dispose of the waste, and replace quantity damaged during shipping.

Shipments shall be delivered to the City of Vancouver Warehouse, located at 4711 E Fourth Plain Boulevard, Vancouver, Washington, 98661. Please call (360) 487-8288, at least 24 hours prior to

delivery to allow for receiving arrangements. The fluoride will be unloaded by city employees.

Fluoride must be stored in a local warehouse, in the greater Portland-Vancouver area, to enable the City to have quick accessibility (*20 working days maximum*) to the product.

NOTE: Please make sure that the delivery truck is forklift-accessible (i.e.: easily unloaded with a forklift truck) otherwise the shipment will be rejected.

Material Removal

If the sodium fluoride supplied fails to meet the requirements of these specifications, the A.W.W.A. Standard B701-11, ANSI/NSF 60 and the City of Vancouver's intended needs, the vendor (supplier) shall bear the expense to remove the same materials from the City premises and shall replace it with a like amount of satisfactory sodium fluoride or make a price adjustment that is acceptable to the City of Vancouver.

Affidavit Requirement

An affidavit of compliance (from either the manufacturer or the distributor) is required, stating that the material, supplied under this specification, complies with AWWA STANDARD B701-11, or the latest revision thereof, and is ANSI/NSF 60 certified. If the certification expires during the life of the contract a new affidavit of compliance is required prior to the next shipment.

Material Safety Data Sheets

The supplier shall furnish Material Safety Data Sheets for the Sodium Fluoride immediately upon the first delivery. The Material Safety Data Sheets shall be updated as required by law or if warranted by any manufacturer or product change.