

## INVITATION TO BID

### 2018-020 Sodium Hypochlorite (NaOC<sub>l</sub>)

#### I. INTENT

The Town of Hampton, NH (Town), acting through its Town Manager for the Department of Public Works (DPW), in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town's Purchasing Policy and Purchasing Procedures Chapter 718 of the Hampton Code requests sealed written bid proposals from qualified Vendors for the purchase and delivery of Sodium Hypochlorite (NaOC<sub>l</sub>).

#### II. INSTRUCTION TO BIDDERS

All inquiries regarding this Invitation to Bid document, the bid procedure, and any technical aspect may be directed to Mike Dube, WWTP Operations Manager at 603-929-5928.

Sealed Bid proposals will be received until 3:00 PM on Tuesday, November 20, 2018 at the Town Manager's Office, 100 Winnacunnet Road, Hampton, NH 03842. Sealed Bid proposal envelopes must be clearly marked "2018-020 Sodium Hypochlorite (NaOC<sub>l</sub>)".

#### III. SCOPE OF SERVICES

The purchase of and delivery of Sodium Hypochlorite (NaOC<sub>l</sub>) for a two-year period to the Town's Wastewater Treatment Plant in accordance with Section IV Product Specifications.

**SPECIAL REQUIREMENT: DELIVERY TRUCK MUST BE EQUIPPED WITH A 2" MALE QUICK COUPLING TO "MARRY" OUR FEED CONNECTOR AND MUST HAVE ITS OWN PUMP FOR OFF-LOADING.**

#### IV. PRODUCT SPECIFICATIONS

The Sodium Hypochlorite (NaOC<sub>l</sub>) delivered must be a minimum of 15% available chlorine. The Town reserves the right to reject any delivery of solution under 14.5% available chlorine. The Sodium Hypochlorite (NaOC<sub>l</sub>) delivered must have a specific gravity of 1.21 at 60°F.

**Tainted hypochlorite will not be accepted. An analysis indicating percent of chlorine shall accompany each delivery.**

#### V. INSPECTION OF PRODUCT

The DPW Director or his designee reserves the right to perform inspections of the product at the time of delivery to ascertain the Vendor's compliance with the product specifications requirements.

## VI. CORRECTION OF DEFECTIVE PRODUCT

Any product deficiencies identified by the DPW Director or his designee shall be corrected at the expense of the Vendor. The vendor will be notified by the DPW Director or his designee and be given five (5) working days to replace the defective product, and unreasonable delay in replacing the product, or upon failure of the vendor to replace defective product, may be grounds for termination of the Vendor. The Town shall withhold any amount necessary for the correction of defective product from payments due to the Vendor.

## VII. WARRANTY LAW

All Federal and State Warranty Laws apply to the product delivered.

## VIII. DELIVERY OF PRODUCT

The Sodium Hypochlorite (NaOC<sub>l</sub>) must be delivered in increments of 2,500 to 5,000 gallons per shipment and delivered within three (3) days of notification; an annual amount of approximately 50,000 gallons will be used. The Town reserves the right to increase or decrease such estimated quantities as necessitated by field conditions and budget considerations.

The DPW Director or his designee will communicate to the selected vendor the quantities of product to be delivered. The selected vendor shall coordinate the scheduling of all deliveries with the DPW Director or his designee, at a minimum, and the Town shall be given one (1) week's notice prior to the scheduled delivery date of the product.

It shall be the obligation of the selected vendor to deliver the product in a timely and professional manner, to all specifications and criteria contained in this Invitation to Bid document, and on the agreed upon scheduled delivery dates to the Wastewater Treatment Plant, 11 Hardardt's Way, Hampton, NH. The selected vendor shall be responsible for furnishing the labor and materials necessary to accomplish delivery of the Sodium Hypochlorite (NaOC<sub>l</sub>).

If damage to buildings, materials, equipment or to other property of the Town of Hampton occurs during the during the delivery of the product due to the negligence of the Vendor's employees, including damage caused by the equipment, and/or materials used, the damage shall be repaired at the Vendor's expense.

## IX. AWARD

The award will only be made after evaluation of all bid proposals submitted. The award will be made to the most responsive and responsible bid proposal that meets the specifications contained herein on a total cost basis, with terms viewed as most favorable to the Town, and with the satisfactory negotiation of a contract agreement.

The lowest cost proposal may not necessarily be selected, as the Town will also weigh the factors as set forth in the Town's Purchasing Policy and Purchasing Procedures Chapter 718 to reach a final determination.

The Town acting through the Town Manager reserves the right to reject any or all bid proposals, to waive any informality of the bids received, to omit any item or items, and/or to accept any bid as he may deem to be in the best interest of the Town. The decisions of the Town Manager shall be final.

#### X. CONTRACT AGREEMENT

The Vendor selected through the award process will be required to enter into a contract agreement with the Town and to execute the contract agreement within two weeks of the date of award, unless prior arrangements made with the DPW Director or his designee. This document “2018-020 Sodium Hypochlorite (NaOC<sub>l</sub>)” and any associated documents shall become part of the contract.

Once accepted the bid proposal rate for 2019 and 2020 shall be held firm for the duration of the contract. Any anticipated costs the Vendor may incur in delivery of the product are to be included in the bid proposal rates.

The selected Vendor and/or its employees shall not represent themselves as employees or agents of the Town.

#### XI. LIQUIDATED DAMAGES

The contract as awarded will contain a liquidated damages clause to the effect that there shall be a one-hundred (\$100.00) dollar per day charge should the selected Vendor fail to meet the agreed upon scheduled delivery date(s) for the product, due to other than weather conditions, such liquidated damages will be assessed, time being of the essence. Such damages shall be deducted from the payment for product.

#### XII. DURATION

The contract will be for a two (2) year period beginning January 1, 2019. This contract shall be subject to appropriation of funds by each year’s annual Town Meeting.

#### XIII. USE OF SUBCONTRACTORS

The use of subcontractors shall not be allowed under awarded contract.

#### XIV. PAYMENT

Payment will be made within 30-days of receipt of the submission of a completed invoice for the quantity of product delivered for the period billed in writing, and authorized by DPW Director or his designee. Payment of each invoice shall automatically release any lien that the invoice may have provided against the Town.

Invoicing Instructions: All invoices shall include the following information:

1. Company name

2. Date of delivery
3. Product delivered
4. Quantity of product delivered
5. An analysis indicating the percentage of chlorine in the Sodium Hypochlorite (NaOCl) shall accompany each delivery.

## XV. INDEMNIFICATION

In accepting the awarded contract, the selected Vendor agrees to hold harmless and indemnify the Town and its officers, agents, and employees from any liability and any all claims, suits, damages, and attorney's fees and costs, arising from the delivery of the product to be provided.

## XVI. INSURANCE REQUIREMENTS

The insurance required for the award of the contract shall provide adequate protection for the selected Vendor against damage claims, which may arise from work under the awarded contract, whether such work is performed by the insured or by anyone employed by him, or from any of the hazards that may be encountered in the performance of the work.

The following shall be considered minimum standards for insurance required to perform the Scope of Services provided to the Town:

### 1. Workers' Compensation

To be eligible to be awarded the contract to perform the work required, the Vendor must submit to the Town a current Certificate of Workers' Compensation Insurance in accordance with the provisions of New Hampshire law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Limits of Liability:	Coverage A - Statutory
	Coverage B: Each accident \$2,000,000
	Disease: Each employee \$2,000,000
	Disease: Policy Limit \$2,000,000

### 2. General Coverage

To be eligible to be awarded the contract to perform the work required, the Vendor shall submit to the Town a current Certificate of Insurance for Commercial General Liability (to include contractual liability, explosion, collapse, and underground coverages); Comprehensive Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire), in the amounts as set forth below from a company licensed to issue such insurance in the State of New Hampshire, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Limits of Liability:	\$2,000,000 each occurrence bodily injury and property damage
	\$2,000,000 general aggregate – include per project aggregate endorsement

\$2,000,000 products/completed operations aggregate  
\$2,000,000 combined single limit for bodily injury and property damage

3. The "Town of Hampton" shall be named as an additional insured on all the Certificate of Insurances. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10-days written notice has been received by the Town of Hampton".

Cancellation of Insurance. The cancellation of any insurance held by the Vendor, without immediate satisfactory substitution in an accordance with the above requirements, shall serve to automatically terminate the contract.

#### XVII. NON-ASSIGNMENT

Neither the selected Vendor nor the Town shall assign, transfer, convey, or otherwise hypothecate the contract or their rights, duties, or obligations hereunder, or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

#### XVIII. TERMINATION

The Town acting through the Town Manager retains the right to terminate and dismiss the selected Vendor for non-performance, or poor performance with five (5) working days' notice. Additionally, the Town acting through the Town Manager reserves the right to negotiate a contract agreement with the next qualified Vendor for completion of the work.

#### XIX. LAWS, PERMITS AND LICENSING

It shall be the selected Vendor's responsibility, and anyone employed by the Vendor to adhere to and comply with all federal, state, and local laws, regulations, and codes, as well as with all standards and practices relating to the work being performed or the services provided. In addition, it is the Vendor's responsibility, and anyone employed by the Vendor to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed or the services to be provided.

#### XX. RESERVATION OF RIGHTS

This Invitation to Bid does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services and supplies. Costs incurred for the preparation of the bid in response to this request shall be the sole responsibility of the submitting bidder. The Town reserves the right to reject any or all bid submittals, to waive technical or legal deficiencies, to cancel in part or in its entirety this request, and to accept any bid that it may deem to be in the best interest of the Town.

The Town is an equal opportunity employer. All qualified bidders will receive consideration without regard to race, color, religion, creed, age, gender, or national origin.

## XXI. SUBMITTAL REQUIREMENTS

All prospective bidders are expected to carefully examine this Invitation to Bid and all its sections, and any attachments, and any addenda distributed before submitting a Bid proposal. Failure to do so will not relieve the selected Vendor of the obligation to furnish all equipment and labor necessary to carry out the provisions of the Invitation to Bid.

The submission of a Bid proposal shall be considered prima facie evidence that the bidder has made such examination and has taken into account the Town's intent. Failure to comply will be reflected in the evaluation of the bid, and may result in disqualifications of the bidder.

Any Bid proposal which is incomplete, conditional, or obscure, or which contain erasures, alterations or other irregularities of any kind, or in which errors occur or contain abnormally high or low costs, may be rejected. All costs related to the Bid proposal preparation and/or submission will be borne by the submitting bidder in responding to this Invitation to Bid.

The completed Bid Proposal Form must contain the full name of the company and the address. Failure to manually sign the Bid Proposal Form will disqualify the submitting bidder. The person signing the Bid Proposal Form shall show title or authority to bind the Company in a contract agreement.

The cost shall be stated in both words and figures on the Bid Proposal Form. All words and figures shall be written in ink. In case of a discrepancy between the figures and the words, the written words shall govern.

All prospective bidders are required to provide the following information with their submissions, and in the order that follows:

1. One (1) Original and One (1) copy of the Invitation to Bid with the Bid Proposal Form completed
2. All attachments and any addendums
3. Summary of Qualifications
4. A list of three (3) references for which comparable services have been performed. This list shall include company's name, person to contact, address, and telephone number. Failure to include references will be ample cause for rejection of the proposal as non-responsive. Preferred references include other local government agencies.

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## XXII. REVISIONS TO BID

If it should become necessary to revise any part of this bid or otherwise provide additional information, an addendum will be issued by the Town and furnished to all bidders who have obtained copies of this original bid.

### XXIII. DISQUALIFICATION

A bidder may be disqualified and their bid proposal rejected for either of the following reasons: 1) failure to supply complete information as requested by this Invitation to Bid or 2) evidence of collusion among other bidders. Any bid proposal(s) so rejected for reason #2 will disqualify the bidder(s) involved from consideration in future dealings with the Town.

The lack of experience of prospective bidders may be grounds for disqualification in the award process.

### XXIV. RETURN OF SEALED BID PROPOSALS

No faxed or emailed bid proposal or faxed or emailed withdrawals of the bid proposal will be permitted. If a withdrawal is made in either fashion, it will be destroyed upon receipt.

A prospective bidder may withdraw its bid proposal, upon request to the Town Manager before the time of opening; the bid proposal will be returned unread. At the Town Manager's discretion, late bid proposals may be returned to bidder unopened.

#### 1. Correction or Withdrawal of Bid Proposal and Cancellation of Awards under Competitive Sealed Bid.

Correction or withdrawal of inadvertently erroneous bid proposals before or after award, or cancellation of awards or contracts based on such bid proposal mistakes, shall only be permitted at the Town Manager's sole discretion. However, no changes in the proposed cost(s) or other provisions of the bid proposal prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of a bid proposal, or to cancel awards or contracts based on errors or omissions, shall be supported by a written determination made by the Town Manager or his/her representative. No bid proposal may be withdrawn when the result would be to award the contract to another bid proposal from the same Vendor or to another Vendor(s) in which the ownership of the withdrawing Vendor(s) is more than five percent. If the Town Manager or his designee denies the withdrawal of a bid proposal, he shall notify the bidder in writing stating the reasons for his decision.

### XXV. RECEIPT OF BID

All prospective bidders seeking to submit a bid proposal are requested to inform the Town by email at [inquiries@town.hampton.nh.us](mailto:inquiries@town.hampton.nh.us) that they have obtained the Invitation to Bid from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town to forward any addenda distributed and/or additional information that may be required for compliance with the Invitation to Bid document.

### XXVI. NO RESPONSE REQUEST

It is requested of all prospective bidders that if they will not be submitting a bid proposal to submit a letter of no response to the Town.

XXVII. POSTING OF BIDS

This Invitation to Bid and any attachments, and any addenda distributed are posted on the Town's website at <http://hamptonnh.gov/wp-content/uploads/Townmanager/Forms/RFP>

XXVIII. PURCHASING POLICY APPLIES

The Town's Purchasing Policy and Purchasing Procedures in Chapter 718 of the Hampton Code of Ordinances apply to any bid proposal received hereunder.

XXIX. GOVERNING LAW AND VENUE

This Invitation to Bid, the bid proposal document, and the contract agreement to be entered into shall be governed by the statutory and common laws of the State of New Hampshire and venue shall lie in the State Courts of the State of New Hampshire as to any dispute.



BID PROPOSAL FORM

The Vendor shall specify here in figures and words the cost per gallon for the purchase and delivery of the Sodium Hypochlorite (NaOCl). In the case of a discrepancy between the figure amounts and the words, the written words shall govern.

The price per gallon shall include the freight costs of the product delivered to the Hampton Wastewater Treatment Plant, 11 Hardardt's Way, Hampton, NH

Year 2019

Cost to Town: per gallon delivered: \$ \_\_\_\_\_  
(figures)

\$ \_\_\_\_\_ dollars  
(words)

Year 2020

Cost to Town: per gallon delivered: \$ \_\_\_\_\_  
(figures)

\$ \_\_\_\_\_ dollars  
(words)

The undersigned is submitting this Bid without collusion with any other individual or corporation.

Name of Vendor \_\_\_\_\_

Address of Vendor \_\_\_\_\_

City, State and Zip Code of Vendor \_\_\_\_\_

Business Telephone of Vendor \_\_\_\_\_

Business Fax Telephone Number of Vendor \_\_\_\_\_

E-Mail Address of Vendor \_\_\_\_\_

Vendors Website Address \_\_\_\_\_

Signature of Authorized Person \_\_\_\_\_

Date \_\_\_\_\_

By signing above you are attesting that you are duly authorized by law to commit the individual, association, partnership, company, or corporation to the terms of the bid and resulting contract.

Once submitted, all bids submitted shall be held firm and not withdrawn for 90-days from bid opening.