

**BIDDING INSTRUCTIONS AND DOCUMENTS FOR FURNISHING
DUST CONTROL MATERIALS DURING 2011**

- **MAGNESIUM CHLORIDE**
- **CALCIUM LIGNIN SULFONATE**
- **AMMONIUM LIGNIN SULFONATE**

TO

DOUGLAS COUNTY, WASHINGTON

PART I - TERMS AND CONDITIONS OF BIDDING

PART II - TERMS AND CONDITIONS OF PURCHASE

PART III - SPECIFICATIONS

PART IV - PROPOSAL

BID OPENING

DATE: Tuesday, March 1, 2011

TIME: 10:20 a.m.

PLACE: Board of County Commissioners
Douglas County Courthouse
213 Rainier
Waterville, WA 98858-0747

This request for bids is authorized by Douglas County Resolution No. TLS 11-10

BIDS SUBMITTED BY FACSIMILE TRANSMISSION WILL NOT BE ACCEPTED

PART I - TERMS AND CONDITIONS OF BIDDING

A. BID OPENING

The Board of County Commissioners will open sealed bids and publicly read them aloud at 10:20 a.m. on Tuesday, March 1, 2011, at the Board's offices in the Douglas County Courthouse, 213 Rainier, P.O. Box 747, Waterville, Washington 98858-0747, for:

DUST CONTROL MATERIALS DURING 2011

Sealed bids must be received by the Clerk of the Board of County Commissioners at the Board's offices no later than the date and time specified for bid opening. **Bids must be received in a sealed envelope clearly marked "SEALED BID FOR DUST CONTROL MATERIALS, TO BE OPENED TUESDAY, MARCH 1, 2011, AT 10:20 A.M."**

B. BID CONTENTS

The sealed bid must contain all pages of bidding documents:

Part I - Terms and Conditions of Bidding

Part II - Terms and Conditions of Purchase

Part III – Specifications (Bidders not fully meeting specifications must identify and list exceptions. All exceptions are subject to review, inspection, testing and approval by Douglas County.)

Part IV - Proposal and Signature

C. CLARIFICATION OF BID

A bidder may submit information to clarify the bid previously received by the Clerk. The information must be received in writing or by facsimile transmission prior to the date and time set for bid opening. The sole purpose of this provision is to allow clarification of any perceived ambiguity in Part III Specifications of the bid, or to modify responses to specifications in the bid. **NO OTHER CHANGES ARE ALLOWED EXCEPT BY SUBMITTING AN AMENDED SEALED BID PRIOR TO THE DATE AND TIME SET FOR BID OPENING.** Any unsealed clarification information received by the Clerk that discloses price will not be considered by the Board of County Commissioners and shall result in rejection of the entire bid.

D. BID REVIEW AND EVALUATION

Douglas County shall be evaluating bids against published Washington State cooperative purchasing prices.

The Board of County Commissioners reserves the right to reject any or all bids, waive informalities, and to contract as the best interests of Douglas County may require. When evaluating bids, the following criteria, in addition to price, specifications, delivery terms, quality of goods, and guaranteed efficiencies, will be considered:

1. The bidder's experience, technical qualifications and skill;
2. The guaranteed availability of materials included in the bid;
3. The bidder's ability and capacity to fully perform within the time required, taking into account the bidder's existing performance commitments and past performance;
4. The bidder's qualifications and eligibility to contract under applicable laws and regulations;
5. The bidder's compliance with the terms and conditions and specifications of this request for bids;
6. Any equalizing elements or factors, in addition to price, which would affect the acquisition, maintenance and/or operation costs or benefits to Douglas County;
7. Any additional evaluation criteria or specifications set forth in Part I – Terms and Conditions of Bidding, Part II – Terms and Conditions of Purchase, and Part III - Specifications;
8. Any other information as may have a bearing on the bid.

E. CANCELLATION BY COUNTY

In its sole discretion, Douglas County may cancel any bid award upon written notification to a successful bidder within thirty (30) days after the date of the bid award, without any cost, expense, penalty or damages payable by Douglas County to the bidder.

PART II - TERMS AND CONDITIONS OF PURCHASE

A. PAYMENT

Invoicing shall be directed to Douglas County Transportation and Land Services, 140 19th Street N.W., East Wenatchee, WA 98802. Payment will be made by Douglas County within thirty (30) days after receipt of vendor's invoice for materials delivered to and accepted by Douglas County.

B. EXCISE TAXES

The purchase of these materials is subject to Washington State sale and use excise taxes (WSST). The rate of such tax in Douglas County is 8.1%. Douglas County is exempt from federal excise taxes. Any new or increased taxes applicable to the purchase of materials shall be paid by Douglas County.

C. COOPERATIVE PURCHASES

The Washington State Interlocal Cooperative Act, RCW Chapter 39.34, provides a method under which governmental agencies, in addition to Douglas County, may make purchases on this bid award, in accordance with its price, terms and conditions.

A bidder unwilling to extend the bid to additional purchases by Douglas County or other governmental agencies must indicate this unwillingness in the bid.

D. CONFORMING CONDITION REQUIRED ON DELIVERY

Conform to all requirements of Part II - Terms and Conditions of Purchase and Part III - Specifications;

E. ESTIMATED QUANTITIES

Douglas County has, in good faith, estimated the material quantity expected to be used during 2011 for dust control assuming that the listed materials are the only materials used for dust control. Douglas County may use more than one of the listed materials. These quantities are estimates only and are not a guarantee of or limit upon Douglas County's expected purchases.

ESTIMATED QUANTITIES FOR 2011

Magnesium Chloride (total all vendors) – 500 tons
Calcium Lignin Sulfonate (total all vendors) – 300 tons
Ammonium Lignin Sulfonate (total all vendors) – 300 tons

F. DELIVERY TERMS

Materials shall be delivered to Douglas County's shop at located at 110 2nd St. N.E., East Wenatchee, WA 98802. Deliveries shall be made on an **as needed basis** within seven (7) calendar days after ordered by Douglas County, unless otherwise agreed upon in writing. Delivery time is a material performance term.

Terms of delivery are F.O.B. Douglas County's East Wenatchee shop and delivery costs are included in the price of materials delivered.

G. ALTERNATIVE VENDORS

The successful vendor is not bidding on a requirements contract. Douglas County reserves the right to purchase from other vendors if a specified delivery time cannot be met or if a more favorable price for delivered materials may be obtained from another supplier.

PART III - SPECIFICATIONS

The following materials shall meet the following specifications:

| | |
|----------------------------|---|
| Magnesium Chloride: | 30% minimum MgCl ₂ Content Specific Gravity 1.31 +/- 0.02 |
| Calcium Lignin Sulfonate: | 55% Lignin solids minimum Specific Gravity 1.24 +/- 0.02 |
| Ammonium Lignin Sulfonate: | 55% Lignin solids minimum Specific Gravity 1.24 +/- 0.02 |

The vendor shall provide, upon request, evidence that delivered materials comply with all specifications.

Bidder fully meets each and every specification for each of the materials.

Bidder Authorized Signature

If bidder does not meet the above specifications, detail each specification not met and address the materiality of each non-conforming specification:

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Attach additional pages if space provided is insufficient.

PART IV - PROPOSAL

Bidder Name

Telephone

Street/Mailing Address

City

State

Zip

Bidder agrees to deliver the following materials to Douglas County's East Wenatchee shop during calendar year 2011 (total price per ton includes all delivery costs):

| <u>Product</u> | <u>Total Price Per Ton</u> |
|---------------------------|----------------------------|
| Magnesium Chloride | \$ _____ |
| WSST (8.1%) | \$ _____ |
| Total | \$ _____ |
| Calcium Lignin Sulfonate | \$ _____ |
| WSST (8.1%) | \$ _____ |
| Total | \$ _____ |
| Ammonium Lignin Sulfonate | \$ _____ |
| WSST (8.1%) | \$ _____ |
| Total | \$ _____ |

RETURN ALL PAGES, COMPLETED AND SIGNED. IF DOUGLAS COUNTY ACCEPTS THIS PROPOSAL, THEN THIS SIGNED DOCUMENT WILL CONSTITUTE A CONTRACT TO FURNISH THE ABOVE MATERIALS TO DOUGLAS COUNTY ON THE TERMS AND CONDITIONS SET FORTH IN THE BID DOCUMENTS AND FOR THE ABOVE PRICE(S).

Bidder Authorized Signature

Date