



Advertisement for Bids: Non-Construction

2025 Sodium Hypochlorite (12.5% Bleach) NaOCl (Mini-Bulk)

Advertised starting Wednesday, December 11, 2024, for a minimum of two consecutive weeks using VendorNet.

Specifications are available by visiting the District website at: <https://www.madsewer.org/contracting-center/>

The Madison Metropolitan Sewerage District requests bids for Sodium Hypochlorite (12.5% Bleach) NaOCl (Mini-Bulk). Bid documents are linked below. Sealed bids will be accepted until **1:00 p.m. CST on Friday, December 27, 2024**, at the District office, 1610 Moorland Road, Madison, Wisconsin 53713. At this time and place, all bids will be publicly opened and read aloud. Any questions should be directed to Matthew Leitzen at 608-222-1201, Extension 110, mattl@madsewer.org.

Bids shall be addressed to the Madison Metropolitan Sewerage District, Attn. Matthew Leitzen, and should be clearly marked **“Sodium Hypochlorite (12.5% Bleach) NaOCl (Mini-Bulk).”**

Only formal written addenda can materially alter the specifications. No verbal statement made by a District employee or anyone else is binding, nor shall such a statement be considered an official part of this public solicitation. All bid responses and their contents will be public records.

Unless otherwise specified in the bidding documents, the prospective bidders should check our internet site for any addendum 72 hours before the scheduled bid deadline.

The District is federal and state tax-exempt. The District reserves the right to reject any or all bids or to waive any technicality and accept any bid which may, in its opinion, be advantageous to the District.

Any questions may be directed to:
Matthew Leitzen
Procurement and Contract Agent
Madison Metropolitan Sewerage District
1610 Moorland Rd
Madison, WI 53713
608-222-1201 EXT 110

Published by the authority of the Commissioners of the Madison Metropolitan Sewerage District.

By
Bradley Murphy, Secretary

Bid Documents

BID FORM A:

Sodium Hypochlorite (12.5% Bleach) NaOCI (Mini-Bulk)

District Contact:	Name: Matthew Leitzen Title: Procurement and Contracts Agent Telephone: 608-222-1201 Ext 110 Email: mattl@madsewer.org
Bidder Return Bid To:	Madison Metropolitan Sewerage District 1610 Moorland Rd. Madison, WI 53713 ATTN: Matthew Leitzen "Sealed Bid for 2025 Sodium Hypochlorite (12.5% Bleach) NaOCI (Mini-Bulk)" .
Bid Due date and time:	1:00 P.M. CST on Friday, December 27, 2024

The Madison Metropolitan Sewerage District is accepting bids for a one-year term. Bidder must submit bid price per gallon with all costs included, and order to delivery (days). Bidders must submit a bid for the term January 1, 2025, through December 31, 2025, as fixed firm.

Annual Gallons Estimate	Annual Delivery Estimate	Product Description	Term – Bid per gallon is fixed firm	Bid price per gallon. All costs included	Order acknowledgement to delivery (days)
16,000	10	Sodium Hypochlorite (12.5% Bleach) NaOCI	January 1, 2025, through December 31, 2025		

Company name: _____

Company address: _____

Company phone: _____

Authorization signature: _____

Printed name: _____

Addendum ___ of ___ _____

Bids will be received until 1:00 P.M. CST. Friday, December 27, 2024.

Date and time received: _____

PURPOSE AND SCOPE

The Madison Metropolitan Sewerage District invites and will accept bids for purchasing **Sodium Hypochlorite (12.5% Bleach) NaOCl (Mini-Bulk)** for the Treatment of Wastewater. MMSD intends to use the results of this solicitation to award a one-year contract. **MMSD does not guarantee to purchase any specific quantity or dollar amount.**

CORRESPONDENCE, CLARIFICATIONS, AND QUESTIONS

Bidders are expected to raise any questions, exceptions, or additions concerning the bid document by Monday, December 23, 2024. If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this request for bid, the bidder must immediately notify the District Contact named on the cover page of the issue by email and request modification or clarification of the bid document.

BIDDER QUALIFICATIONS

All Bidder qualifications in this section are mandatory.

Bidder must be in the business of providing and delivering the bulk chemical **Sodium Hypochlorite (12.5% Bleach) NaOCl** for at least the past three (2) years (Attachment C – Bidder Response Sheet).

Bidder must supply references, on the attached References Sheet (Attachment B - References), of companies/institutions/organizations to which similar or comparable service has been provided during the past three (3) years. If contacted, all of those references must verify that a high level of satisfaction was provided.

METHOD OF BID

Bidder must use the Request for Bid form (Bid Form A) and must submit a Bid Price per gallon. Bid price must include all transportation, delivery, pumping, insurance costs and any other costs associated with this service. All prices must be bid in U.S. Dollars. Bids will be accepted only for fixed firm pricing for a one-year term. Bidder's own quotation sheet will not be accepted. Bids that require MMSD shall guarantee a specific quantity or dollar amount will be disqualified.

FIRM PRICING

The awarded Contractor must hold the bid prices firm as outlined on Bid Form A.

CONTRACT TERM

The contract term shall be January 1, 2025 through December 31, 2025.

METHOD OF AWARD

Award shall be made to one (1) Bidder based on the lowest cost per gallon from a responsive, responsible bidder who meets specifications.

CHEMICAL SPECIFICATION

The chemical product must be of the following type and concentrations: **Sodium Hypochlorite (12.5% Bleach) NaOCl (Mini-Bulk)**

SAFETY DATA SHEETS

If any item(s) on this order is a hazardous chemical, as defined under OSHA 29 CFR 1910.1200(g), or an infectious agent, as defined by s. 101.58, Wis. Stats., the Contractor shall include the appropriate Safety Data Sheet(s) with the initial shipment and with the first shipment after a Safety Data Sheet is updated. The Contractor shall send the initial or updated Safety Data Sheet(s) with a complete container, partial container, or single product. The distributor, manufacturer or Contractor may make access to Safety Data Sheets available online via their website; however, Safety Data Sheets must be provided as stated herein, regardless of online availability, to meet State of Wisconsin and United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

ORDER AND DELIVERY REQUIREMENT

Ordering: the Contractor will supply MMSD with the chemical product **when requested**. MMSD will phone or e-mail depending on the best request method determined with the awarded Contractor.

Delivery location: 1610 Moorland Rd. Madison, WI 53713. Headworks Building.

Delivery time: during regular business hours 7:00 A.M. to 4:00 P.M., Monday through Friday.

Delivery method: delivery and unloading will be performed by the contractor. The chemical must be delivered in Mini-Bulk or bulk and pumped into the Headworks Building holding tanks, MMSD has the two 1000-gallon fiberglass (FRP) storage tanks, within four business days of order confirmation.

INVOICING REQUIREMENTS

Contractor shall invoice after each chemical delivery. MMSD will pay or reject invoices within 30 days of receipt by MMSD. Before payment is made, it also must verify that all invoiced charges are correct as per this contract. Only correctly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized, showing.
Purchase Order number
Contractor name
Remit to address and telephone number

Contract price(s) and detail of what is being billed.
Email to acct@madsewer.org

INSURANCE

Awarded contractor must provide MMSD a Certificate of Insurance (COI) before award of the contract.

The Contractor shall not commence work under this Contract until all insurance required hereunder has been obtained and such insurance certification has been reviewed by the Owner. The Contractor shall not allow any Subcontractor to commence work on his Subcontract until certification for all similar insurance required for that portion of the Work has been reviewed by the Owner. Review of the insurance certification by the Owner shall not relieve or decrease the liability of the Contractor hereunder. The insurance certification shall name as Additional Insureds the Madison Metropolitan Sewerage District.

The Contractor shall obtain, pay for, and maintain during the life of this Contract such Worker's Compensation and Employer's Liability, Comprehensive General Liability, Business Automobile Liability, and Umbrella Liability Insurance to protect the Contractor performing work covered by this Contract from claims for damages for bodily injury, including accidental death, as well as for claims for property damage which may arise from operations under this Contract whether such operations be by himself or any Subcontractor, or by anyone directly or indirectly employed by either of them, on the forms, and with limits not less than set forth below:

a) General Liability

Comprehensive general liability coverage shall include, but not be limited to, Products and Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, Personal Injury, Premises and Operations, and Explosion, Collapse and Underground.

General aggregate limit shall be at least \$2,000,000. Policy shall be endorsed such that this full limit is reserved specifically for the named Madison Metropolitan Sewerage District project.

Products-Completed Operations Aggregate limit shall be at least \$2,000,000.

Each Occurrence limit shall be at least \$1,000,000.

b) Automobile Liability

Auto liability policy shall cover all autos, whether owned, non-owned, or hired.

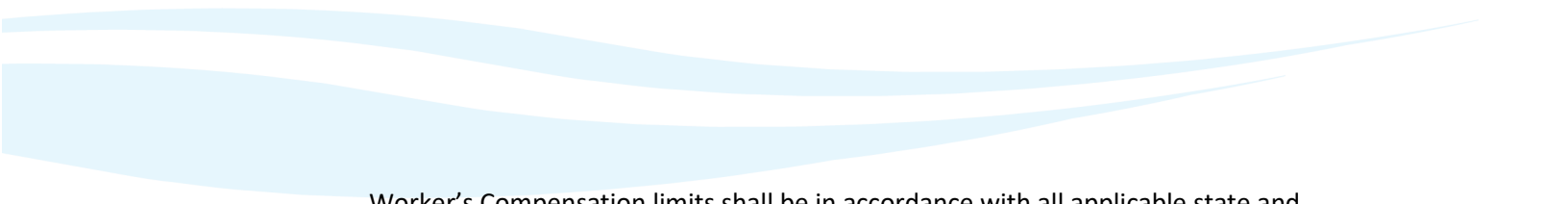
Bodily injury and property damage limits shall be at least \$1,000,000 each, or

Combined single limit shall be at least \$1,000,000.

c) Excess Liability Umbrella Form

Umbrella limits shall be at least \$2,000,000 aggregate/\$2,000,000 each occurrence.

d) Worker's Compensation and Employer's Liability



Worker's Compensation limits shall be in accordance with all applicable state and federal statutes.

Employer's Liability limits shall be at least \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease-each employee.

CONTRACT CANCELLATION

This Contract may be terminated by either party under the following conditions:

MMSD may terminate the Contract at any time by delivering written notice to the Contractor at its sole discretion.

If the problem is service performance, the Contractor will be verbally or in writing warned of unsatisfactory performance and intent to cancel this Contract. Contractor will be given a period of time to 'cure' the performance. If the performance does not improve, Contractor will be given 30-day written notice that the Contract will be cancelled.

In the event the Contractor terminates the Contract, for any reason whatsoever, it will require written notification delivered to the MMSD Procurement Agent not less than 120 -days prior to said termination.

If at any time the Contractor's performance threatens the health or safety of MMSD, MMSD has the right to cancel and terminate the Contract without notice.

If the Contractor fails to maintain and keep in force the insurance as required in "Insurance Requirements", MMSD has the right to cancel and terminate the Contract without notice.

If at any time a petition in bankruptcy shall be filed against the Contractor, and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, MMSD has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate this Contract by giving 90 calendar day notice in writing of such termination.

REQUIRED FORMS

The following completed documents must be provided. Failure to provide the required documents/information within your bid submittal may disqualify your Bid.

Bid Form A, Cover (Signature) /Cost Page	Page 2
Vendor References	Attachment B
Bidder Response Sheet	Attachment C
Safety Data Sheet (SDS)	



ATTACHMENT B: REFERENCES

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and product

Company Name _____

Address _____

Contact Person _____ Phone No. _____

Product(s) _____

Company Name _____

Address _____

Contact Person _____ Phone No. _____

Product(s) _____



ATTACHMENT C: BIDDER RESPONSE SHEET

Bidders must submit the following table with a response **in the form of a check** in one box for each criterion indicating “Yes” or “No.” A check indicating “Yes” certifies that the Bidder is fully capable of providing the described criterion. **Bids without a response for each requirement or “No” may be rejected.** Awarded Contractor must be able to answer “Yes” to all.

Description	YES, I <u>can</u> meet this requirement	NO, I <u>cannot</u> meet this requirement
Bidder must be in the business of providing and delivering the bulk chemical Sodium Hypochlorite (12.5% Bleach) NaOCl for at least the past three (2) years		
Bidder must supply references, on the attached References Sheet (Attachment B - References), of companies/institutions/organizations to which similar or comparable service has been provided during the past three (3) years		
The awarded Contractor must hold the bid prices firm as outlined on Bid Form A., for the term January 1, 2025, through December 31, 2025, as fixed firm.		

Product Name: Sodium Hypochlorite (12.5% Bleach) NaOCl (Mini-Bulk)

Product Number: _____

Company Name: _____

Bidder’s Name and Title: _____

I certify that the information I have provided in this bid is true, and I understand that any false, misleading, or missing information will disqualify the bid.

Bidder Signature: _____

Date: _____

Signature of authorized MMSD Employee:

Printed Name: _____

Date: _____

Additional Provisions

Revision to the RFB

The District may modify or amend this RFB at any time. In such an event, the submission deadline may be extended, at the option of the District, to allow Bidders the opportunity to revise their bids accordingly.

Addendums

If it becomes necessary to clarify any part of this request for bid, or to revise any part of this RFB, the Procurement Agent will send out an official addendum/amendment to all potential bidders. Bidders must acknowledge the receipt/review of any addendum on the Bid Form A.

Errors in Bids

Bidders will not be allowed to change or alter their bid after the deadline for bid submission. The District reserves the right, however, to correct obvious errors such as math errors in extended pricing (not unit pricing). This type of correction may only be allowed for “obvious” errors such as arithmetic, typographical, or transposition errors. Any such corrections shall be approved by the District and countersigned by the Bidder. Bidders are advised to make sure that their bids are true and correct.

Subcontracting and Third-party Payments

All subcontracting shall be pre-approved by MMSD. Subcontractors must abide by all terms and conditions of the contract. The prime Contractor shall be responsible for all subcontractor(s) work and payment. The District will not directly pay any subcontractor or third parties.

Equal Employment Opportunity Requirements

In connection with the performance of work for this project and under the related contract, the Bidder agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, national origin, sexual orientation, gender identity, or other status protected by law. This provision 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.

Use, Disclosure, and Confidentiality of Information

The information supplied by a Bidder as part of an RFB response will become the property of the District. Bids will be available to interested parties in accordance with the Wisconsin Open Records Law. None of the bidder responses will be made available to the public until after negotiation and award of a contract or cancellation of the procurement.

To the extent allowed by law, the District will treat trade secrets as confidential (if designated as confidential and submitted separately in a sealed envelope). If a Bidder wishes for a bid to remain confidential, the Bidder must, before submitting a bid, establish to the District’s satisfaction that the bidder be given confidential status. The District reserves the right to make any final disclosure determinations in accordance with the law. (Note: Pricing information will not be considered confidential.)



Confidentiality

Any data or other information regarding the District's customers, operations, or methods obtained by the Contractor during the course of the project shall remain confidential and shall not be released to third parties without the express written consent of the District.

