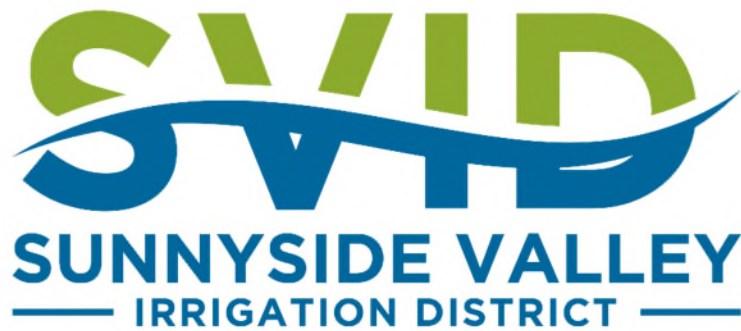


Sunnyside Valley Irrigation District

Aquatic Herbicide Bid Package 2025 Irrigation Season



Sealed bids will be received until 11:00 am.
Thursday October 31st, 2024

at

Sunnyside Valley Irrigation District Field Office
1105 Yakima Valley Hwy.
P.O. Box 239
Sunnyside, WA 98944
509-837-6980

Project Contact: *Gerardo Villalobos*

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INSTRUCTIONS TO BIDDERS

01. General

Contract documents and specifications are on file and may be reviewed at the Sunnyside Valley Irrigation District Field Office located at 1105 Yakima Valley Hwy, Sunnyside, WA 98944. Contract documents may be requested by phone: (509) 837-6980. Addenda, if necessary, will be posted no later than 10:00am on October 29th, 2024. Questions received after 3:00 pm on October 28th, 2024 will go unanswered.

02. Location & Delivery

The Supplier shall deliver Schedule A to the storage yard adjoining the Sunnyside Valley Irrigation District office which is located at 120 S. 11th Street, Sunnyside, WA 98944. Sunnyside Valley Irrigation District is exempt from paying Sales Tax. A 24-hour notice period is required prior to delivery of goods. Any delivery made in an enclosed trailer will need to have all materials accessible to unload with a forklift from the back of trailer.

03. Examination of Plans, Specifications and Site

Bidders shall satisfy themselves as to existing conditions by personal examination of plans, specifications and site of proposed delivery, and by any other examination and investigation which they may desire to make as to the nature of issues to be encountered.

04. Proposals

Proposals shall be made on the forms included herewith and shall be addressed to the Sunnyside Valley Irrigation District, 1105 Yakima Valley Hwy, PO Box 239, Sunnyside, WA 98944. Proposals shall be in a sealed envelope and shall be mailed or delivered to the above address to arrive no later than 11:00 a.m. on October 31st, 2024.

No proposal may be withdrawn after the time set for the bid opening or before award of contract unless said award is delayed for a period exceeding thirty (30) days.

05. Bid Proposal Deposit

As a guarantee of good faith and as required by law, each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check or Bidder's bond, payable to the order of the Sunnyside Valley Irrigation District, for an amount not less than five (5) percent of the total amount of the bid. Deposits of the three low bidders will be retained until a contract has been entered into between the successful bidder and the Sunnyside Valley Irrigation District; and until a performance and payment bond in an amount of twenty-five percent (25%) of the contract price has been filed as required under these contract documents.

Deposits of other bidders will be returned as soon as it is determined that they are not one of the three low bidders.

06. Award of Contract

The successful bidder will not be selected until the Sunnyside Valley Irrigation District (Owner) is satisfied that the lowest responsible bidder can supply all the specified materials within the given timeframe. The award of the bid will be announced on Monday, November 4th, 2024. **Completion of the work within the time stated is essential.** Prior commitments of the bidder, failure to complete other work on time, or reasonable doubt as to whether the bidder would complete the work on time would be cause for the rejection of any bid. In addition, the Owner may determine any bidder not to be responsible in accordance with RCW 43.19.1911(9) and/or any other presiding legal authority. The right is reserved by Owner to waive any irregularities in the bidding, to reject any or all proposals, to accept any proposal, to re-advertise for new proposals, or to otherwise carry out the work. No bidder may withdraw their bid proposal after the time set for the opening thereof, or before award of contract, unless the award is delayed for a period exceeding thirty (30) days. No alterations to the bid documents will be accepted. In the event of a tie, the successful bidder will be determined by the company's years of experience selling and supporting Magnacide H aquatic herbicide.

The following is applicable to federal aid projects: Sunnyside Valley Irrigation District, in accordance with Title VI of the Civil Rights Acts of 1964, 88 Stat. 352, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full 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.

07. Failure to Execute Contract

In the event the successful bidder fails to sign the contract within ten (10) working days after notification of award, an amount equal to five (5) percent of the amount of the bid shall be forfeited to Owner as liquidated damages. Said liquidated damages shall be paid from the check or bid bond filed by the bidder. Other proposals will then be reconsidered for award by Owner.

08. Corrections, Interpretations and Addenda

Any omissions, discrepancies or need for interpretation should be brought in writing to the attention of the Owner. Written addenda to clarify questions which arise will then be issued. All interpretation or explanations of the contract documents shall be in the form of an addendum, and no oral statements by Owner, or other representative of Owner shall, in any way, modify the contract documents, whether made before or after awarding the contract.

09. Completion Time

Delivery of goods will be from January 2nd, 2025 to March 7th, 2025.

10. Bidder's Responsibility Statement

It is the responsibility of each bidder to ascertain if the bid package contains all of the documents. If documents are missing, it is the sole responsibility of the bidder to contact the Owner to obtain the missing documents prior to bid opening time.

11. Bid Package Checklist

The Following are required as a minimum for a complete bid:

- Non-Collusion and Debarment Affidavit
- Bid Bond / Cashier's Check
- Signed Proposal Form
- Schedule of Prices
- Acknowledgment of Receipt of Addenda (if applicable)

NON-COLLUSION AND DEBARMENT AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, the undersigned, an authorized representative of _____
(Firm, Association or Corporation)

being first duly sworn on oath hereby certify that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and I further state that the said firm, association or corporation (hereinafter referred to as "Firm") has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Firm, has not in any manner sought by collusion to secure to the Firm, an advantage over other bidder or bidders.

I further certify that, except as noted below, the Firm or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person or Firm, by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

I further certify that all subcontractors providing work or purchases over \$25,000 meet the above conditions. I will document by using this form and the subcontractor signature block below.

Exceptions noted:

Bidder Firm _____

Bidder's Signature _____

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (title) of _____ to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

Dated: _____

Signature of Notary Public: _____

My appointment expires: _____
(Seal or stamp)



Sub Contractor Firm _____

Sub Contractor Signature _____

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (title) of _____ to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

Dated: _____

Signature of Notary Public: _____

My appointment expires: _____
(Seal or stamp)



Sunnyside Valley Irrigation District

120 S. 11th Street
P.O. Box 239
Sunnyside, WA 98944
509-837-6980

Proposal

To: **Sunnyside Valley Irrigation District**
120 S. 11th Street
P.O. Box 239
Sunnyside, WA 98944
509-837-6980

The undersigned hereby certify that _____ ha_ personally read and thoroughly understand the specifications and contract governing the furnishing of materials and the method by which payment will be made for said work hereby propose_ to undertake to supply the materials embraced in this improvement in accordance with said specifications and contract documents, and at the attached schedule of rates and prices.

Note:

- 1. If the supplier is a co-partnership, so state, giving firm name under which the business is transacted.
- 2. If the supplier is a corporation, its duly authorized officials must execute this proposal.

(Supplier)

By: _____
(Authorized Officer)

(Address)

(Address)

(Date)

SCHEDULE OF PRICES

Sunnyside Valley Irrigation District
 Aquatic Herbicide Bid Package
 2025 Irrigation Season

| Bid Proposal – Schedule A (Deliver to Sunnyside Yard) | | | | | |
|--|----------------------------|------|----------|------------|-----------|
| Item | Specification | Unit | Quantity | Price/Skid | Sub-Total |
| Magnacide H Aquatic Herbicide | Chemical Spec ¹ | Skid | 5 | | |
| Freight | | | | | |
| Total Bid Amount | | | | | |

**Total Bid Amount shall include all expenses*

**Sunnyside Valley Irrigation District is exempt from Sales Tax*

¹Chemical specification is at the back of the bid package

Please answer the following question regarding your experience working with aquatic herbicides. Schedule of prices is incomplete without answering the following question.

1. How many years of experience does your company have selling and supporting Magnacide H Aquatic Herbicide?

CHEMICAL SPECIFICATIONS

Magnacide H Aquatic Herbicide

DESCRIPTION

- Herbicide shall be shipped in 2450 lb skids.

Active Ingredient:

| | |
|-------------------------|-------------|
| Acrolein | 95.0% |
| Other Ingredients:..... | <u>5.0%</u> |
| Total: | 100.0% |

Contains 6.7 lbs. Acrolein per gallon

EPA Registration No. 10707-7

EPA Establishment No. 080636-CA-001