



COVER PAGE

Bid Proposal #1993

LIQUID CHLORINE – One (1) Ton Cylinders – Annual Bid

Sealed bids and electronic submitted bids for the above will be received until **10:00 AM CDT, Tuesday, July 22, 2014**, and publicly opened in the City of Alexandria Council Chambers or Council Committee Room.

Please file bid by one of the following means:

Hand-Delivered or Express Delivery:

Attention: Donna Jones, Acting City Clerk
City of Alexandria - City Hall
915 Third Street, First Floor
Alexandria, LA 71301
Phone: 318-449-5047

Mailed via USPS:

Attention: Donna Jones, Acting City Clerk
City of Alexandria - City Hall
PO Box 71
Alexandria, LA 71309-0071

Electronic Bid Submission:

www.bidsync.com

Pursuant to Louisiana R.S. 38-2212(A)(1)(F) and R.S. 38-2212.1(B)(4), vendors/contractors have the option to submit their bids and bid bonds, electronically. To submit electronically, go to www.bidsync.com .

Complete bid specifications are available for viewing and downloading at the City of Alexandria's website www.cityofalexandriala.com ; on the left hand side of the opening page, go to the heading "*Business*" then drop down to "*RFP/RFQ/Bids*"; the current bids will be listed for your convenience.

City of Alexandria Buyer Name:	Sue Ducote
Phone Number:	(318)441-6182
Fax Number:	(318)619-3412
E-Mail Address:	<u>sue.ducote@cityofalex.com</u>



Joe C. Despino
Purchasing Manager

City of Alexandria

Purchasing Department
P.O. Box 71
Alexandria, Louisiana
71309-0071



Office: (318) 441-6180
Fax: (318) 441-6185

<p>Sealed bids will be received until 10:00 AM CDT, Tuesday, July 22, 2014, and <u>publicly opened</u> in the Council Chambers or Council Committee Room.</p>	<p>City of Alexandria Bid Proposal #1993 Page: 1 of 11 Date Specifications Prepared: June 13, 2014</p>
<p><u>Bid Bond Requirements:</u> A bid bond or check for <u>N/A%</u> of the total amount of bid.</p> <p><u>Performance Bond Requirements:</u> In the event bid is accepted, a performance bond shall be required in the amount of <u>N/A%</u>.</p>	<p><u>Please file bid with the following:</u> <u>Donna Jones, Acting City Clerk</u> City of Alexandria - City Hall 915 Third Street P.O. Box 71 Alexandria, LA 71309-0071 Phone: 318-449-5047</p>

INTRODUCTION

LIQUID CHLORINE - One (1) Ton Cylinders - Annual Bid

It is the intent of the City of Alexandria to secure pricing for **Liquid Chlorine, in one (1) Ton Cylinders**, for use by the City of Alexandria Water and Wastewater Departments. Bid prices shall remain in effect for a period of twelve (12) months from bid award date. Orders shall be placed on an "as needed basis".

Award of contract shall be made to the most qualified bidder determined by the City of Alexandria to have the best bid based not solely upon price, but a combination of price, delivery, experience, service and other considerations pertinent to the acceptability of the contract.

All bid prices shall include any and all freight charges. All products shall be shipped F.O.B., freight pre-paid to ordering department.

Completed bid should be returned as issued by the City of Alexandria with ALL PAGES intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, may result in the bidder's entire bid being rejected.

Questions and/or clarifications of bid specifications are to be in written form, either mailed, faxed, or e-mailed to the attention of Sue Ducote, City of Alexandria - Purchasing Department, P.O. Box 71, Alexandria, LA 71309-0071; Fax #318-619-3412; e-mail sue.ducote@cityofalex.com ; and must be received by **5:00 PM CDT, Monday, July 7, 2014.**

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
LIQUID CHLORINE – ONE (1) TON CYLINDERS – TWELVE (12) MONTH PERIOD**

GENERAL CONDITIONS FOR BIDDERS - PLEASE READ CAREFULLY

1. Pursuant to LA R.S 38:2212.1C(2), any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified.
2. Pursuant to LA R.S. 38:2212 A.(1)(b), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Alexandria. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
3. Preference shall be given to bidders quoting F.O.B. Destination (the City of Alexandria using department), FREIGHT PREPAID, unless otherwise requested.
4. Each bidder should submit his proposal on the proposal form furnished by the City of Alexandria Purchasing Department. The complete bid package must be returned as issued by the City with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, shall result in the vendor's entire bid package being rejected.
5. Literature, brochures, and other related paperwork attached to the bid shall be identified with the name of the bidder and bid item number.
6. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.
7. Pursuant to LA R.S. 38:2212 A.(2), the bid specifications may contemplate a fixed escalation or de-escalation in accordance with the United States Bureau of Labor Statistic's Consumer Price Index and/or Wholesale Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid.
8. Pursuant to LA R.S. 39:1701-1709, any public procurement unit may participate in a cooperative purchasing agreement with the City of Alexandria to acquire quantities of the above listed items under a contract with the City of Alexandria for items awarded by public bid.
9. The City of Alexandria reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Price(s) should be itemized.)
10. All erasures or corrections on the bid form must be initialed and the City of Alexandria may rely on the apparent authority represented by the initials.
11. The City of Alexandria reserves the right to reject for cause any and all bids or parts of bids, or accept bids most beneficial to the City.
12. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.
13. Bids shall be opened publicly in the City Council Chambers or Council Committee Room.
14. Cash discounts may be accepted, but **SHALL NOT** be considered in making award.
15. Regarding a bid for purchase of materials, supplies or services, not to include construction of any public works, a written notice of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
LIQUID CHLORINE – ONE (1) TON CYLINDERS – TWELVE (12) MONTH PERIOD**

General Conditions for Bidders - Please Read Carefully (Continued)

16. When any bid is accepted for the construction or doing of any public works, a written contract shall be executed by and between the City of Alexandria and the Contractor. No contract shall be binding upon the City until it has been executed by the City and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised for public bid, said decision to be in the sole judgment of the City of Alexandria. This action may result in the loss of bidding privileges for a period of one (1) year.

17. The City of Alexandria shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.

18. The City of Alexandria is exempt from all taxes. A tax exempt form shall be furnished by the City of Alexandria Purchasing Department, if requested.

19. Bidder(s) awarded item(s) by the City of Alexandria shall be responsible for supplying all products at the awarded price(s). Failure may result in the City's cancellation of the remaining items awarded.

20. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the City of Alexandria and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:

- (a) By mutual agreement and consent of either party upon thirty (30) days written notice to the other party;
- (b) By the Mayor, on behalf of the City of Alexandria, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or
- (c) By satisfactory completion of all services and obligations described in the contract.

If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the City of Alexandria Purchasing Department by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right to appeal to the City Council within ten (10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the City Council and delivered to the City Clerk, stating that an appeal to the decision of cancellation is desired. The City Council shall thereafter hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the city Council may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its findings.

21. Contractors submitting bids for Public Works construction projects in excess of \$1.00 must show his Contractor's License Number on the front of the bid envelope, except for certain projects for which a Contractor's License Number is not required by the State Contractor's Licensing Board. Failure to comply with this directive shall result in automatic bid rejection, furthermore, any Contractor who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LA R.S. 37:2163, and shall be subject to all provisions for violation and penalties thereof. Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per LA R.S. 38:2212 (A)(1)(c)(i) (see Item #22 below).

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
LIQUID CHLORINE – ONE (1) TON CYLINDERS – TWELVE (12) MONTH PERIOD**

General Conditions for Bidders - Please Read Carefully (Continued)

22. All bids shall be signed by hand and in ink by an authorized company representative per LA R.S. 38:2212(A)(1)(c)(i) which states:

(c)(i) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the State of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

(aa) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the Secretary of State.

(bb) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principle, or other documents indicating authority which are acceptable to the public entity.

(cc) The corporation, partnership, or other legal entity has filed in the appropriate records of the Secretary of State in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

23. In-State preferences shall not apply to procurements involving federal funds.

24. Pursuant to LA R.S. 38:2212 C.(2)(b), any modifications of plans and specifications will be made through an addendum. No addendum shall be issued within seventy-two (72) hours of the bid opening, excluding weekends and legal holidays, without the extension of the bid opening date. An extension of at least seven (7) but no more than twenty-one (21) working days is required but, re-advertising is not required. The addendum shall be transmitted by any one of the following methods: (1) facsimile transmission; (2) e-mail; or (3) hand-delivered to all prime bidders who have requested bid documents.

25. All Federal Transit Administration (FTA) funded procurements, including operating assistance funding contracts, are to follow the Master Agreement, to include all applicable federal clauses.

26. Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. The *AFEAT* Program should be inquired about through the Division of Finance.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
LIQUID CHLORINE – ONE (1) TON CYLINDERS – TWELVE (12) MONTH PERIOD**

Alexandria Fairness, Equality, Accessibility, and Teamwork Program (AFEAT)

Dear Vendor:

Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. The AFEAT Program should be inquired about through the Division of Finance. The goals for qualifying disadvantaged, minority and female owned business in the use of professional service agreements with prime contractors will help effectuate the goals of increasing: the competitive viability of small business, minority, and women business enterprise by providing contract, technical, educational, and management assistance; business ownership by small business persons, minority persons, and women (including professional service opportunities); and the procurement by the City of professional services, articles, equipment, supplies, and materials from business concerns owned by small business concerns, minority persons, and women.

Prime contractors offering subcontracting should take specific action to ensure that a bona fide effort is made to achieve maximum results towards meeting the established goals. Primes shall document efforts and shall implement steps at least as extensive as the following in a good faith effort to reach or exceed the established goals:

- A. *Establish and maintain a current list of minority and female owned businesses in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- B. *Document and maintain a record of all solicitations of offers for subcontracts from minority or female construction contractor and suppliers in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- C. *Secure listing of minority and women owned businesses from the City of Alexandria Purchasing Department, the Central Louisiana Business Incubator, and the State of Louisiana Department of Minority Affairs.*
- D. *Participate in associations which assist in promoting minority and women owned businesses such as the Central Louisiana Business League, the Central Louisiana Business Incubator, and the Entrepreneurial League System.*
- E. *Designate a responsible official to monitor all activity made in the effort to achieve or exceed the established goals; record contacts made, subcontracts entered into with dollar amounts, and other relevant information.*

For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit www.diversityinaction.org.

Should you have any questions or comments, please do not hesitate to contact our Finance Department at 318-449-5091 or our Purchasing Department at 318-441-6180.

Sincerely,

City of Alexandria

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
LIQUID CHLORINE – ONE (1) TON CYLINDERS – TWELVE (12) MONTH PERIOD**

BID SPECIFICATIONS

SCOPE: The following bid specifications are to be used as minimum and maximum standards for LIQUID CHLORINE – ONE (1) TON CYLINDERS – TWELVE (12) MONTH PERIOD, for use by The City of Alexandria Water and Wastewater Departments. Bid prices shall remain in effect for a period of twelve (12) months from bid award date. Estimated quantities to be ordered by the using department on an “as needed” basis. All quoted products shall either meet or exceed the following specifications.

Prospective bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items as stated. Bidder should indicate in the space provided below, under "*Bidder's Response*:", the necessary information to indicate he/she is conforming with the bid specifications for each item as written. If Bidder is in complete compliance with each bid specification item as written, please write "Comply" in the space provided; if not, please indicate in this space, the necessary information on the product you are proposing. Each specification response is necessary to ensure the proper evaluation and tabulation of this bid. If each "*Bidder's Response*" section is not filled in or completed, your bid may be rejected.

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Bidder's Response:

1.0 General:

1.1 No bid may be withdrawn for at least thirty (30) days after the scheduled closing time for the receipt of bids. Quoted prices shall remain firm until product(s) have been accepted by the City of Alexandria as delivered. _____

1.2 Examination of Delivery Site: It shall be the responsibility of the prospective bidder to perform an on-site inspection of the two (2) designated delivery sites prior to bid date. _____

1.2.1 Bidders may contact Ronnie Pfeifer with the City of Alexandria Water Department – Adams Pump Station, at (318) 473-1264 to schedule a site inspection date and time. _____

1.2.2 Bidders may contact Grant Magnon with the City of Alexandria Wastewater Department at (318) 441-6242 to schedule a site inspection date and time. _____

1.3 Tax on Transportation Charges: In accordance with the present ruling, the transportation charges on materials that shall be incorporated in the work shall not be subject to the Federal Transportation Tax if such materials are cosigned to the City of Alexandria, Louisiana, in care of the bidder. Each bidder shall take this exemption into account in calculating their bid prices. _____

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
LIQUID CHLORINE – ONE (1) TON CYLINDERS – TWELVE (12) MONTH PERIOD**

Bid Specifications (Continued)

Bidder's Response:

1.0 General: (continued)

1.4 Sales Tax: The City of Alexandria is exempt from all federal, state, and Parish sales tax.

1.5 Material Safety Data Sheets (MSDS): Bidders should submit MSDS sheets with their bid packages.

1.6 Responsibility: The successful bidder shall assume all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in, about or adjoining the work and its premises and shall bear all costs and losses resulting from the amount or character of the work, if different from what was originally estimated or expected, or due to the weather and elements or other causes.

1.6.1 The successful bidder shall assume the defense of indemnify, and save harmless the City of Alexandria from all claims relating to labor, materials, and equipment furnished for the work, to injuries to any person or corporation received or sustained by or from the successful bidder or bidder's employees in doing the work, or in consequence of any improper materials, implements or labor used therein, and to any act, commission, or neglect of the successful bidder and its employees therein.

1.7 Compliance with Local Laws: The successful bidder shall comply with all Federal, State, and Parish laws, as well as with all local ordinances.

1.8 Each respective bidder shall be responsible for insuring that his/her product meets or exceeds specifications as described herein.

2.0 Insurance:

2.1 Bidder should furnish, attached to the bid document, a current copy of his Certificate of Insurance indicating limits of General Liability, Automobile Liability and Worker's Compensation in force at the time of the bidding. Evidence of reliable insurance to fully indemnify against long-term liabilities shall be part of the evaluation criteria for award of this bid. Certificate of Insurance shall have a General Liability Aggregate of Four Million (\$4,000,000) Dollars and a per person/per occurrence of Two Million (\$2,000,000) Dollars. Automobile

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
LIQUID CHLORINE – ONE (1) TON CYLINDERS – TWELVE (12) MONTH PERIOD**

Bid Specifications (Continued)

Bidder's Response:

2.0 Insurance: (continued)

Liability will have a Combined Single Limit of Two Million (\$2,000,000) Dollars. Also on the Certificate, the City shall be named as an “additional insured” and a waiver of subrogation in favor of the City of Alexandria. On the Certificate of Insurance under Worker’s Compensation, it shall state that “This is a standard Worker’s Compensation Policy”, with statutory limits. Cancellation of any Certificate of Insurance should require sixty (60) day notice to the City of Alexandria, but under no circumstances less than thirty (30) day notice. Also, the following wording must be removed before acceptance of the Certificate: “Endeavor to” or “But failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives.” Certificate holder shall be the City of Alexandria, P.O. Box 71, Alexandria, LA 71309-0071, Attention: Purchasing Manager.

3.0 Chlorine Technical Specifications:

3.1 Liquid chlorine shall be chemically pure, anhydrous, and free from floating taffy and other debris which tend to plug connections and passageways in feeding equipment.

3.2 Liquid chlorine must meet all guidelines as established by the American Water Works Association in the AWWA Standards Manual under B300 Disinfection, Sections 2 (materials) and 3 (sampling, inspection, packaging, and marking).

3.3 Cylinders for shipment and storage of liquid chlorine shall be as described in Section 2.1, Container Descriptions – Chlorine Manual, 6th Edition, The Chlorine Institute, Inc.

4.0 Service:

4.1 Shipping: Liquid chlorine shall be shipped in accordance with standards and/or recommendations as described in Section 2.4, Container Shipping – Chlorine Manual, 6th Edition, The Chlorine Institute, Inc., or in such manner which in the opinion of the City of Alexandria, is equal to or superior to such standards.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
LIQUID CHLORINE – ONE (1) TON CYLINDERS – TWELVE (12) MONTH PERIOD**

Bid Specifications (Continued)

Bidder's Response:

4.0 Service: (continued)

4.2 Trucks: Trucks used for shipment shall be flat bed or “low-boy” type allowing the ease of unloading at the City of Alexandria’s point of delivery. Under no circumstances shall delivery be accepted from an enclosed or van type truck.

4.3 Special Handling Equipment: Trucks used for shipment shall be equipped with handling facilities (cranes, monorail, etc.) which shall expedite loading or unloading, and to property of the City of Alexandria. Due to the nature of the storage site, the bidder shall familiarize himself with the conditions of the site, and provide the best means of loading and unloading, which in the opinion of the City, shall meet the above requirements.

4.4 Owner Handling: The successful bidder shall be held responsible for delivery to the City of Alexandria’s specified site locations, and placement of cylinders on racks provided by the City of Alexandria.

4.5 Site Location: Site locations shall be as follows:

4.5.1 Adams Pump Station – Sixteen (16) Cylinder Capacity.
3460 Horseshoe Drive, Alexandria, Louisiana.

4.5.2 Wastewater Department – Six (6) Cylinder Capacity.
1212 Hudson Boulevard, Alexandria, Louisiana.

4.6 Return of Empties: Empty containers shall be loaded out on each conveyor after delivery of the full containers. Empty cylinders shall be returned to the supplier collect.

4.7 Usage Estimate: Whenever quantities or usages are provided by the City of Alexandria, these quantities are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts.

CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
LIQUID CHLORINE – ONE (1) TON CYLINDERS – TWELVE (12) MONTH PERIOD

Bid Specifications (Continued)

Bidder's Response:

4.0 Service: (Continued)

4.7 Usage Estimate: (Continued)

Estimated usages are as follows:

4.7.1 Water Department / Adams Pump Station:
Approximately one hundred forty-four (144) tons annually.

4.7.2 Wastewater Department:
Approximately fifty-two (52) tons annually.

END OF SPECIFICATIONS

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
LIQUID CHLORINE – ONE (1) TON CYLINDERS – TWELVE (12) MONTH PERIOD**

PRICE PAGE

The undersigned bidder shall furnish all materials and perform all work (except those materials as specified to be furnished by the City of Alexandria) as set forth in this proposal, as per the bid specifications, and any addendums issued. Bid prices will remain firm for a period of twelve (12) months from bid award date.

Supply and deliver F.O.B., freight pre-paid, to the City of Alexandria Water Department and/or Wastewater Department, as described herein, one (1) ton containers of liquid chlorine as per the bid specifications for:

BASE BID PRICE \$ _____/per ton

Penalty for cylinders retained by the City of Alexandria for more than six (6) to twelve (12) months per cylinder: \$ _____ .100 Wt.

Bidder agrees that no deposit of monies for cylinders shall be required of the City of Alexandria at any time as a condition of delivery. It is mutually agreed, however, that the City of Alexandria may be invoiced in the amount of \$ _____/each, as cylinder deposit, but that the amount so involved must be separately and same amount to be credited as empty cylinders are returned so that at the end of the contract period, no actual monies for deposits shall have changed hands. At the close of the contract period, plus thirty (30) days, if any chlorine cylinders remain unreturned, the bidder may expect payment for those unreturned cylinders in the amount stated above.

Bidder Information:

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone #: (_____) _____ Fax #: (_____) _____

Authorized Printed Name and Title: _____

Authorized Signature: _____

Email Address (Optional): _____