



COVER PAGE

Bid Proposal #2003

PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal

Sealed bids and electronic submitted bids for the above will be received until **10:00 AM CDT, Tuesday, September 30, 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: 318-449-5090

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:	<u>Sue Ducote, Senior Buyer</u>
Phone Number:	<u>(318) 441-6182</u>
Fax Number:	<u>(318) 619-3412</u>
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

Sealed bids will be received until **10:00 AM CDT, Tuesday, September 30, 2014**, and publicly opened in the Council Chambers or Council Committee Room.

City of Alexandria Bid Proposal #2003
Page: 1 of 26
Date Specifications Prepared: August 22, 2014

Bid Bond Requirements: A bid bond or check for N/A% of the total amount of bid.

Performance Bond Requirements: In the event bid is accepted, a performance bond shall be required in the amount of N/A%.

Please file bid with the following:
Donna Jones, Acting City Clerk
City of Alexandria - City Hall
915 Third Street
P.O. Box 71
Alexandria, LA 71309-0071
Phone: 318-449-5090

INTRODUCTION

PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal

It is the intent of the City of Alexandria to secure pricing on the **Removal and Disposal of PCB and PCB Contaminated Equipment**, for use by the City of Alexandria Electric Distribution Department, as per the attached specifications.

This contract shall remain in effect for a period of twelve (12) months from the bid award date. Contingent upon the availability of funds, and the ability of the successful bidder to honor the quoted bid prices, the City reserves the right to renew the existing contract for a period of up to two (2) additional years, in one (1) year increments, with a sixty (60) day funding out clause.

Bids shall be awarded based on individual low prices or overall low price, whichever is in the best interest of the City of Alexandria. Both methods shall be based on the number of previously disposed of units.

Bidders wishing to schedule job-site inspections shall contact Robert Normand, City of Alexandria Electric Distribution Department, phone (318)473-1349.

Completed bid packet 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 (proposer'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 **Thursday, September 11, 2014, at 5:00 PM CDT.**

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

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:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

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:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

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:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

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:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

BID SPECIFICATIONS

SCOPE: The following bid specifications are to be used as minimum and maximum standards for **the Disposal of PCB and PCB Contaminated Equipment, Non-PCB Equipment, solids, and liquids** subject to the following terms and conditions. The term "equipment" refers to transformers, switchgear, capacitors, and in general all equipment utilized by the City of Alexandria Electric Distribution Department that has been or may be contaminated by either high or low concentrations of PCB. Awarded bidder shall execute a contract document with the City of Alexandria which shall serve as formal agreement stipulating terms and conditions of performance in accordance with specification requirements and the applicable law(s).

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 for clarification purposes. Each 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.

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.
- 1.2 Bidder should provide written evidence that a major part of his business has been in PCB destruction related activities, to include the pumping, draining, flushing, removal, spill clean-up, transportation, servicing, and storage of high and low concentrates of PCB carcasses.
- 1.3 Bidder shall have the ability to provide written certification that he has serviced a minimum of 5,000 PCB items of equipment of the type involved in these specifications (askarel and/or mineral oil as included in this work) on the date that bidder submits this bid package for consideration.
- 1.4 Bidder shall insure that service personnel shall have completed a formal training program in the handling, processing, and safety precautions associated with PCB fluids and solids.
- 1.5 Bidder should include with submitted bid package, a separate reference list of at least twenty (20) customers they have successfully contracted with for PCB services. This list shall contain the customer's name, contact person's name, address, phone number, fax number, and email address.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications (Continued)

1.0 General: (Continued)

Bidder's Response:

- 1.6 Bidder shall have a full commercial operating permit from the EPA for their destruction facility, a copy of which should be submitted with bid package.
- 1.7 Bidder shall guarantee that all work shall be performed in a workmanlike manner consistent with applicable industry standards.
- 1.8 Bidder shall comply with the applicable sections, latest editions, and addenda of the following government regulations, codes, industry standards, and recommended practices that form a part of this specification. Nothing in this specification shall be construed as permitting work not conforming to the following regulations:
- 1.8.1 Department of Transportation (DOT) Title 49, Code of Federal Regulations (CFR), Part 173, Subpart J;
 - 1.8.2 Environmental Protection Agency (EPA), Title 40 CFR, Part 761;
 - 1.8.3 Federal Occupational Safety & Health Administration (OSHA), Title 29, CFR 1910, Sections 106, 133, 134, and 144.
 - 1.8.4 All applicable State, Parish, and City Codes, Ordinances, and Regulations pertaining to Occupational Safety & Health Administration, Health Services, Air Quality, and Seismic Requirements.

2.0 Contractor To Provide the Following:

- 2.1 All labor, material, and equipment required for the transportation and disposal of PCB material and PCB contaminated material.
- 2.2 All necessary wipe test samples, spill clean-up, and decontamination, should a spill occur.
- 2.3 Manifesting of all PCB and PCB contaminated liquids, articles, items, and containers.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications (Continued)

Bidder's Response:

2.0 Contractor To Provide the Following: (Continued)

2.4 The pick up and transportation of all PCB and PCB contaminated liquids, articles, items, and containers to approved disposal and/or servicing facilities meeting all regulatory requirements.

2.5 Pickup shall be made on an "As Needed" basis. Please indicate in the space provided if there will be any transport fees per load, (i.e., fuel surcharge).

Additional charges will apply: _____yes / _____no

2.6 The transportation and disposal of all PCB and PCB contaminated items in accordance with Federal, State, and local regulations, except that **NO** PCB or PCB contaminated item(s) shall be placed in a landfill.

2.7 All record keeping in accordance with all applicable laws and regulations and as per this specification.

2.8 Schedule pick ups within thirty (30) days after request by the City of Alexandria.

3.0 Licenses, Fees and Permits:

3.1 Successful bidder shall obtain and pay for all licenses, fees, and permits required for the performance of the work covered by these specifications.

3.2 The successful bidder shall assist the City of Alexandria in obtaining all hazardous waste permits for disposal and transportation of the hazardous material covered in these specifications.

3.3 Bidder should include with submitted bid package, current licensing for transportation and hauling of PCB and PCB contaminated fluids and solids.

3.4 Bidders should include with submitted bid package, a current letter with an EPA approved incineration firm guaranteeing incineration of materials within time constrains required by EPA regulations.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications (Continued)

Bidder's Response:

4.0 Fluid Handling Procedures:

4.1 The draining of equipment prior to transport, if required, shall be the responsibility of the contractor.

4.2 Prior to the commencement of any pumping or handling of PCB or PCB contaminated fluids or articles, the following safety measures shall be taken:

4.2.1 The work area shall be properly barricaded and identified.

4.2.2 All operators and personnel shall have donned protective clothing as required by EPA and OSHA for work with extremely hazardous materials.

4.2.3 Secondary containment shall be provided around the drums to be filled. In addition, sorbents, in amounts sufficient to absorb a multi-gallon spill, shall be placed within the work area.

4.2.4 The integrity of all equipment shall be confirmed.

4.2.5 If required, two (2) trained personnel from the contractor's Spill Prevention Control and Countermeasures Team shall be present and fully equipped, and shall remain for the duration of all pumping and/or handling of PCB fluids and articles.

4.3 Drums or other suitable containers, shall not be filled in excess of ninety-five percent (95%) of capacity to allow for expansion.

4.4 At the request of the Contractor and subject to scheduling, the City of Alexandria shall provide a forklift and/or derrick truck with operator(s) for the lifting and loading of drums, and/or containers, and/or carcasses as well as other assistance that may be required.

5.0 Containerization and Marking:

5.1 Hazardous materials generated from the work activities and clean-up operations shall be placed in EPA specified containers. This shall include, but not be limited to, all fluids and contaminated solids such as sorbents, rags, disposal protective clothing, soils, and other incidentals.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications

Bidder's Response:

5.0 Containerization and Marking: (Continued)

5.2 Drums and article containers shall be properly sealed, marked, labeled, and dated.

5.3 Contractor shall have a written drum labeling procedure which should be included with submitted bid package.

6.0 Transportation to Destruction/Serviceing Facilities:

6.1 Drums and containers shall be transported to an approved EPA destruction facility.

6.2 Drained equipment carcasses shall be transported to an approved EPA destruction facility.

6.3 Transport vehicles shall be properly prepared with secondary containment prior to loading drums and containers of PCB and PCB containment fluids.

6.4 Drums and equipment carcasses shall be secured to the transport vehicle to prevent movement during transport.

6.5 The contractor and/or subcontractors shall be licensed for the transport and hauling of extremely hazardous waste.

6.6 The driver of any vehicle used to transport PCB items shall be trained in the laws, rules, and regulations governing such, and shall be properly licensed.

6.7 Vehicles used for hauling PCB and PCB contaminated items shall be licensed, as required, for the transport of extremely hazardous waste.

6.8 Transport vehicles for PCB and PCB contaminated items shall be clearly marked as specified by the U.S. Department of Transportation, Environmental Protection Agency (EPA), State Department of Health Services, State Police and State Department of Transportation.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications

Bidder's Response:

7.0 Record Keeping:

7.1 Awarded contractor shall provide the City of Alexandria with comprehensive information on all firms to be involved in PCB related work activities.

Provided information shall include:

7.1.1 Firm name, address, telephone number, fax number, contact person, and the EPA ID Number of the firm(s) responsible for the removal of PCB and PCB contaminated fluids from the subject area.

7.1.2 Firm name, address, telephone number, fax number, contact person, and the EPA ID Number and Hauler Registration Number of the firm(s) responsible for the transportation of PCB and PCB contaminated fluids, solids, and/or containers.

7.1.3 Firm name, address, telephone number, fax number, contact person, and the address of the firm(s) responsible for disposal of transformers.

7.1.4 Firm name, address, telephone number, fax number, contact person, and the EPA ID Number of the firm(s) responsible for the ultimate final disposal of all PCB and PCB contaminated articles and any other hazardous waste generated in the course of the work.

7.1.5 Firm name, address, telephone number, fax number, contact person, and the EPA ID Number of the firm(s) responsible for the ultimate destruction of equipment carcasses.

7.2 Upon completion of the work and prior to the final payment, awarded Contractor shall provide the City of Alexandria with comprehensive documentation of all work activities.

7.2.1 Type and size of container, contents, weights or units of measure, date transported; and name of firm, address, contact person, telephone number, fax number and the EPA ID Number of servicing or disposal facility.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications

Bidder's Response:

8.0 Destruction / Disposal:

8.1 The Contractor shall provide all labor, materials, equipment, transportation, documentation, and services necessary for the destruction/disposal of all PCB articles (transformers, capacitors, etc.) and PCB contaminated fluids and solids removed and/or generated from the work.

8.2 Disposal of PCB and PCB contaminated equipment shall be as follows:

8.2.1 PCB Transformers: Shall be disposed of in accordance with 40 CFR 761.60(b)(1)(i) by one of the following options:

a) By incineration;

b) By draining and properly disposing of the fluid and landfilling the drained carcass in a chemical waste landfill.

8.2.2 PCB Capacitors: Shall be disposed of in accordance with 40 CFR 761.60(b)(2) by the following method:

a) By incineration.

8.2.3 PCB Contaminated Transformers: Shall be disposed of in accordance with 40 CFR 761.60(b)(6)(ii)(A) by one of the following options:

a) By draining and properly disposing of the fluid and landfilling the carcass in a chemical waste landfill;

b) By draining and properly disposing of the fluid and recovering the metals utilizing a scrap metal recovery oven;

c) By draining and properly disposing of the fluid and decontaminating the carcass for metals recovery.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications

Bidder's Response:

8.0 Destruction / Disposal: (Continued)

8.2.4 PCB Containers of liquid waste: Shall be disposed of in accordance with 40 CFR 761.60©(1) by one of the following methods:

- a) By incineration;
- b) By draining and properly disposing of the fluid and landfilling the drained container in a chemical waste landfill, decontaminating it and recovering the metals or by triple wash/rinse for continued use.

8.2.5 PCB Containers of Solid Waste: Shall be disposed of in accordance with CFR 761.60(c)(1) by one of the following methods:

- a) By incineration;
- b) By landfill in a chemical waste landfill.

9.0 Supervision:

9.1 If site work is required, awarded contractor shall provide the services of a qualified PCB Service Supervisor.

9.2 All PCB related work to include draining, flushing, pumping, and hauling of PCB and PCB contaminated items or fluids of any type, shall be under the direct supervision of a qualified PCB Service Supervisor. All movement or handling of PCB and PCB contaminated fluids, solids, or other contaminated items or materials shall be under the direct supervision of the PCB Service Supervisor.

9.3 PCB Service Supervisor Qualifications:

9.3.1 Prior attendance at, and satisfactory completion of, and examination following, a documented formalized training course on regulations and procedures for handling, marking, transportation, disposal, spill prevention, clean-up, safety precautions and testing of PCB and PCB contaminated items.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications

Bidder's Response:

9.0 Supervision: (Continued)

9.3.2 Training in and awareness of obligations and responsibilities for protection of people, property and environment from hazardous waste exposure or contamination.

9.3.3 Copies of certificates and/or description of course shall be furnished upon request by the City of Alexandria.

10.0 Safety:

10.1 The Contractor shall take all necessary precautions and measures required to protect employees and the general public from exposure to PCB and/or PCB contaminated solids, liquids, and vapors.

10.2 A Spill Prevention Control and Countermeasure Plan (SPCC) shall be developed and shall include the following:

10.2.1 A list of vehicles, equipment and personnel to be used to accomplish the work.

10.2.2 The SPCC shall encompass all steps the Contractor shall take in the event of a spill or other emergency.

10.2.3 Safety precautions shall cover all phases of operations including, but not limited to, handling, loading, transporting, securing PCB and PCB contaminated loads, and first aid procedures.

10.2.4 A copy of the Contractor's SPCC plan should be included in the submitted bid package for inspection and shall be a factor in determining award of the contract.

10.3 Contractor's personnel shall be properly trained in PCB procedures, laws, and regulations to include the following:

10.3.1 Contractor shall have an ongoing training program to assure properly trained personnel.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications

Bidder's Response:

10.0 Safety: (Continued)

10.3.2 A copy of the Contractor's training program shall be furnished to the City of Alexandria prior to award of contract. Should the City of Alexandria decide that the training program is unacceptable, bid award shall be made to the next lowest responsible bidder.

10.4 Awarded Contractor shall provide temporary spill containment for PCB and PCB contaminated materials within the respective work area sufficient to contain the entire volume of the equipment during work involving the draining, transferring of liquid, or other related handling of PCB or PCB contaminated materials.

11.0 Project Organization:

11.1 The bidders should provide with submitted bid package, a project organizational chart showing inter-relationships of each position in the bidder's organization and how each position relates to the others in the performance of PCB related work.

11.1.1 If subcontractors are to be used, the organizational chart shall show the inter-relationships of all subcontractors.

11.1.2 The Contractor shall assume full responsibility for all work performed as covered by this specification to include work performed by subcontractors.

11.2 Bidders should furnish with submitted bid package, a list of all subcontractors that may be utilized. Subcontractors shall be qualified to handle, transport, store, and dispose of the PCB and PCB contaminated liquids and solids covered by this specification. Subcontractor list shall be evaluated and shall be considered in the bid award.

12.0 Insurance Requirements:

12.1 Bidder should include with submitted bid package, proof of the following minimum insurance coverage requirements:

12.1.1 Comprehensive General Liability of One Million Dollars (\$1,000,000) single limit per occurrence, with a Five Hundred Thousand Dollar (\$500,000) umbrella coverage, minimum.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications

Bidder's Response:

12.0 Insurance Requirements: (Continued)

12.1.2 Comprehensive Automobile Liability of One Million Dollars (\$1,000,000) single limit per occurrence, with Five Hundred Thousand Dollars (\$500,000) umbrella coverage, minimum.

12.1.3 Worker's Compensation per state statutory limits.

12.2 Evidence of reliable insurance coverage and assets as specified, to fully indemnify against long term disability and/or catastrophic occurrences shall be considered in bid evaluation and award, and should be included with submitted bid package.

12.3 Environmental Impairment Liability Insurance shall be provided by the Contractor for the protection of the Contractor and the additional insured against all claims arising as a result of the work performed by the Contractor or subcontractor(s). Insurance coverage shall include, but shall not be limited to, coverage against all claims of bodily injury or property damage arising out of the actual, alleged, or threatened discharge, disposal, release, or escape of PCBs during removal, transportation, storage or disposal. The liability limits shall be Two Million Five Hundred Thousand Dollars (\$2,500,000) for each occurrence and Five Million Dollars (\$5,000,000) for each year the policy is in force. A copy of bidder's policy should be included with bid package.

12.4 The City of Alexandria, et al, shall be named as an additional insured and a breach of warranty by the named insured (Contractor) shall not be imputed to the City of Alexandria, et al, as an additional insured.

12.5 The Contractor shall not cause any insurance policy to be canceled or permit it to lapse and all insurance policies shall include a clause to the effect that the insurance policy shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City of Alexandria stating the date when such cancellation or reduction shall be effective, said date to be not less than thirty (30) days after receipt of such notice to the City of Alexandria.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications

Bidder's Response:

12.0 Insurance Requirements: (Continued)

12.6 Bidders who are unable to provide certificates of insurance indicating the required coverage of general liability, automobile liability, and worker's compensation insurance shall obtain an Owner's and Contractor's Protective Liability Policy naming the City of Alexandria as the sole insured in an amount of Ten Million Dollars (\$10,000,000). Ownership with a copy of the said policy shall be delivered to the City of Alexandria prior to the award of the contract.

13.0 Liability and Indemnification:

13.1 The Contractor shall indemnify the City of Alexandria for and hold the City of Alexandria harmless against any and all damage to the transformer(s) and/or other physical property of the City of Alexandria at the site when such damage arises directly or indirectly from:

13.1.1 The negligence of the Contractor or his employees, agents, Representatives, or subcontractors while performing services at the site pursuant to the contract as per these specifications.

13.1.2 The use or application of material in performing services.

13.1.3 Defects in, or faultiness of, the techniques applied by the Contractor or his employees, agents, representatives, or subcontractors in the performance of services.

13.2 The Contractor shall indemnify the City of Alexandria for and hold the City of Alexandria harmless against any and all losses, claims, liens, demands, liabilities, and causes of action of every kind, to include the amount of judgments, penalties, interest, court costs and legal fees, incurred by the City of Alexandria in defense of same arising in favor of any third party, to include, but not limited to, employees of the City of Alexandria, where such losses, claims, liens, demands, liabilities, and causes of action arise directly from:

13.2.1 The negligence of the Contractor or his employees, agents, or representatives, or subcontractors while performing services at the site pursuant to this agreement.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications

Bidder's Response:

6.0 Liability and Indemnification: (Continued)

13.2.2 The use of application of material in performing services.

13.2.3 Defects in, or faultiness of, the techniques applied by the Contractor or his employees, agents, or representatives, or subcontractors in the performance of service.

13.2.4 Any and all activities of the contractor in the performance of which take place at any location other than the site, to include but not limited to, removal, packaging, repackaging, handling, transportation, storage, and destruction of PCB and PCB contaminated liquids or solids.

13.3 The City of Alexandria shall indemnify the Contractor for, and hold the Contractor harmless against, (a) any and all personal injuries to include death resulting there from; and/or (b) any and all damages caused to property of the City of Alexandria or third parties where such injuries, deaths or damage to property of the City of Alexandria or thirty parties arise directly or indirectly from defects or faults in the equipment and/or acts of the City of Alexandria.

13.4 Except as set forth in Paragraph 13.2 hereof, each party shall be responsible for its own employees and shall indemnify and hold the other party harmless against any and all losses, claims, liens, demands, liabilities, and causes of action of every kind, to include the amount of judgments, penalties, interest, court costs, and legal fees incurred by the indemnified party arising out of personal injuries, to include deaths resulting there from, suffered by employees of the indemnifying party as a result of carrying out the contract as specified.

14.0 Planning and Scheduling:

14.1 The Contractor who has submitted the lowest bid may be required to attend a Pre-Award Conference at the discretion of the City of Alexandria.

14.2 Prior to commencement of work, the Contractor shall submit a detailed written Job Plan which details the work activities and time schedule for each activity.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

Bid Specifications

Bidder's Response:

14.0 Planning and Scheduling: (Continued)

- 14.3 The awarded Contractor shall schedule and pick up PCB and/or PCB contaminated materials within thirty (30) calendar days of notification by the City of Alexandria.

END OF SPECIFICATIONS

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

PRICE PAGE

Bid price to furnish all labor, tools, equipment, parts, materials, transportation, cleanup, containerization, marking, records, disposal, supervision, insurance, licenses, and permits for the draining, removal, and incineration of high and low concentrations of PCB fluids and solids, and the destruction of PCB and PCB contaminated carcasses, periodically, for the City of Alexandria – Electric Distribution Department, the unit prices shall be as follows:

Category I: Transformers/Regulators:

< 50 PPM	\$ _____ Paid Per kVA
50 to 499 PPM	\$ _____ Per Lb.
> 500 PPM	\$ _____ Per Lb.

Category IA: Miscellaneous Electrical Equipment (OCBs, PTs, CTs, Switches, Bushings):

< 50 PPM	\$ _____ Per Lb.
50 to 499 PPM	\$ _____ Per Lb.
> 500 PPM	\$ _____ Per Lb.

Category II: Mineral Oil Incineration (55 Gallon Drum):

< 50 PPM	\$ _____ Per Drum
> 50 PPM < 500 PPM	\$ _____ Per Drum
> 500 PPM	\$ _____ Per Drum

Category III: Solid Material Incineration (55 Gallon Drum):

< 50 PPM	\$ _____ Per Drum
> 50 PPM < 500 PPM	\$ _____ Per Drum
> 500 PPM	\$ _____ Per Drum

Category IV: Capacitor Destruction:

< 50 PPM	\$ _____ Per Lb.
> 50 PPM < 500 PPM	\$ _____ Per Lb.
> 500 PPM	\$ _____ Per Lb.

Category V: Mineral Oil Incineration (from Equipment):

< 50 PPM	\$ _____ Per Gallon
> 50 PPM < 500 PPM	\$ _____ Per Gallon
> 500 PPM	\$ _____ Per Gallon

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

PRICE PAGE (Continued)

***Category VI:** Mineral Oil Detoxification (55 Gallon Drum):

< 50 PPM	\$ _____	Per Drum
> 50 PPM < 500 PPM	\$ _____	Per Drum
> 500 PPM	\$ _____	Per Drum

***Category VII:** Mineral Oil Detoxification (from Equipment):

< 50 PPM	\$ _____	Per Gallon
> 50 PPM < 500 PPM	\$ _____	Per Gallon
> 500 PPM	\$ _____	Per Gallon

* The City of Alexandria shall consider Chemical Detoxification of PCB and PCB contaminated mineral oil as an alternate to incineration, whichever, in the opinion of the representative of the City's Electric Distribution Department, is in the best interest of the City of Alexandria.

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**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

PRICE PAGE (Continued)

Option #1 - First Year Renewal Bid Prices:

Category I: *Transformers/Regulators:*

< 50 PPM	\$_____	<i>Paid Per kVA</i>
50 to 499 PPM	\$_____	<i>Per Lb.</i>
> 500 PPM	\$_____	<i>Per Lb.</i>

Category IA: *Miscellaneous Electrical Equipment (OCBs, PTs, CTs, Switches, Bushings):*

< 50 PPM	\$_____	<i>Per Lb.</i>
50 to 499 PPM	\$_____	<i>Per Lb.</i>
> 500 PPM	\$_____	<i>Per Lb.</i>

Category II: *Mineral Oil Incineration (55 Gallon Drum):*

< 50 PPM	\$_____	<i>Per Drum</i>
> 50 PPM < 500 PPM	\$_____	<i>Per Drum</i>
> 500 PPM	\$_____	<i>Per Drum</i>

Category III: *Solid Material Incineration (55 Gallon Drum):*

< 50 PPM	\$_____	<i>Per Drum</i>
> 50 PPM < 500 PPM	\$_____	<i>Per Drum</i>
> 500 PPM	\$_____	<i>Per Drum</i>

Category IV: *Capacitor Destruction:*

< 50 PPM	\$_____	<i>Per Lb.</i>
> 50 PPM < 500 PPM	\$_____	<i>Per Lb.</i>
> 500 PPM	\$_____	<i>Per Lb.</i>

Category V: *Mineral Oil Incineration (from Equipment):*

< 50 PPM	\$_____	<i>Per Gallon</i>
> 50 PPM < 500 PPM	\$_____	<i>Per Gallon</i>
> 500 PPM	\$_____	<i>Per Gallon</i>

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

PRICE PAGE (Continued)

Option #1 : First Year Renewal Bid Price (Continued)

**Category VI: Mineral Oil Detoxification (55 Gallon Drum):*

<i>< 50 PPM</i>	<i>\$ _____ Per Drum</i>
<i>> 50 PPM < 500 PPM</i>	<i>\$ _____ Per Drum</i>
<i>> 500 PPM</i>	<i>\$ _____ Per Drum</i>

**Category VII: Mineral Oil Detoxification (from Equipment):*

<i>< 50 PPM</i>	<i>\$ _____ Per Gallon</i>
<i>> 50 PPM < 500 PPM</i>	<i>\$ _____ Per Gallon</i>
<i>> 500 PPM</i>	<i>\$ _____ Per Gallon</i>

** The City of Alexandria shall consider Chemical Detoxification of PCB and PCB contaminated mineral oil as an alternate to incineration, whichever, in the opinion of the representative of the City's Electric Distribution Department, is in the best interest of the City of Alexandria.*

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**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

PRICE PAGE (Continued)

Option #2 - Second Year Renewal Bid Prices:

Category I: *Transformers/Regulators:*

< 50 PPM	\$_____	<i>Paid Per kVA</i>
50 to 499 PPM	\$_____	<i>Per Lb.</i>
> 500 PPM	\$_____	<i>Per Lb.</i>

Category IA: *Miscellaneous Electrical Equipment (OCBs, PTs, CTs, Switches, Bushings):*

< 50 PPM	\$_____	<i>Per Lb.</i>
50 to 499 PPM	\$_____	<i>Per Lb.</i>
> 500 PPM	\$_____	<i>Per Lb.</i>

Category II: *Mineral Oil Incineration (55 Gallon Drum):*

< 50 PPM	\$_____	<i>Per Drum</i>
> 50 PPM < 500 PPM	\$_____	<i>Per Drum</i>
> 500 PPM	\$_____	<i>Per Drum</i>

Category III: *Solid Material Incineration (55 Gallon Drum):*

< 50 PPM	\$_____	<i>Per Drum</i>
> 50 PPM < 500 PPM	\$_____	<i>Per Drum</i>
> 500 PPM	\$_____	<i>Per Drum</i>

Category IV: *Capacitor Destruction:*

< 50 PPM	\$_____	<i>Per Lb.</i>
> 50 PPM < 500 PPM	\$_____	<i>Per Lb.</i>
> 500 PPM	\$_____	<i>Per Lb.</i>

Category V: *Mineral Oil Incineration (from Equipment):*

< 50 PPM	\$_____	<i>Per Gallon</i>
> 50 PPM < 500 PPM	\$_____	<i>Per Gallon</i>
> 500 PPM	\$_____	<i>Per Gallon</i>

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

PRICE PAGE (Continued)

Option #2: Second Year Renewal Bid Price (Continued)

**Category VI: Mineral Oil Detoxification (55 Gallon Drum):*

<i>< 50 PPM</i>	<i>\$_____ Per Drum</i>
<i>> 50 PPM < 500 PPM</i>	<i>\$_____ Per Drum</i>
<i>> 500 PPM</i>	<i>\$_____ Per Drum</i>

**Category VII: Mineral Oil Detoxification (from Equipment):*

<i>< 50 PPM</i>	<i>\$_____ Per Gallon</i>
<i>> 50 PPM < 500 PPM</i>	<i>\$_____ Per Gallon</i>
<i>> 500 PPM</i>	<i>\$_____ Per Gallon</i>

** The City of Alexandria shall consider Chemical Detoxification of PCB and PCB contaminated mineral oil as an alternate to incineration, whichever, in the opinion of the representative of the City's Electric Distribution Department, is in the best interest of the City of Alexandria.*

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**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
PCB (Polychlorinated Byphenyls) & PCB Contaminated Equipment Removal and Disposal**

PRICE PAGE (Continued)

Checklist for submitted information:

		<u>Copy Attached</u>	
		<u>Yes</u>	<u>No</u>
1.	Written evidence company is in PCB removal business (Spec 1.2).	_____	_____
2.	Reference List from twenty (20) customers (Spec 1.5).	_____	_____
3.	Copy of EP A Commercial Permit (Spec 1.6).	_____	_____
4.	Copy of license for transporting/hauling of PCB and PCB contaminated fluids and solids (Spec 3.3).	_____	_____
5.	Copy of letter indicating approved EPA incineration firm (Spec 3.4).	_____	_____
6.	Copy of written Drum Labeling procedure (Spec 5.3).	_____	_____
7.	Copy of proposer's "Spill Prevention Control & Countermeasures" Plan (SPCC) (Spec 10.2.4).	_____	_____
8.	Copy of proposer's Project Organizational Chart (Spec 11.1).	_____	_____
9.	Listing of all subcontractors that may be utilized (Spec 11.2).	_____	_____
10.	Copy of Insurance Certificate (Spec 12.1).	_____	_____

=====

Bidder Information:

Company Name: _____

Address: _____

City/State/Zip: _____

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

Authorized Printed Name and Title: _____

Authorized Signature: _____

Email Address (optional): _____

(Per LA R.S. 38:2212(A)(c)(i) - See General Conditions Item #22, Page 4 of these bid specifications.)