Joe C. Despino Purchasing Manager	City of Alexandria Purchasing Department P.O. Box 71 Alexandria, Louisiana 71309-0071		Alexandria Office: (318) 441-6180 Fax: (318) 619-3412
Requests for Quotes (RFQ) will be received until 2:00 PM CDT, Thursday, May 1, 2014, and opened at the City of Alexandria Purchasing Department.		City of Alexandria RFQ #1058P Page: 1 of 6 Date RFQ Prepared: April 7, 2014	
<u>Bid Bond Requirements:</u> A bid bond or check for <u>N/A%</u> of the total amount of bid. <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> .		<u>Please file quotations with the following:</u> <u>Sue Ducote, Senior Buyer</u> City of Alexandria - Purchasing 2021 Industrial Park Road Building WH Alexandria, LA 71303 Phone: 318-441-6182 Fax: 318-619-3412	
	INTROD	UCTION	

CAUSTIC SODA FOR D.G. HUNTER GENERATING STATION

It is the intent of the City of Alexandria to secure pricing on **Caustic Soda**, **50% Technical Grade**, for use by the City of Alexandria Electric Production Department at the D.G. Hunter Generating Station. The quote will remain in place for a twelve (12) month period; ordered on an "as needed" basis, in quantities of approximately 500 gallons.

Approximate usage is 2,000 gallons per year. Amounts may vary according to need.

All items must meet or exceed the specifications stated. Products quoted as "or equal" must be approved in advance by the Purchasing Department (the Purchasing Department will solicit the using department's approval.)

Submitted quotes should include a copy of the vendor's current insurance coverage along with one copy of the Material Safety Data Sheet (MSDS) for the quoted product.

Quotations may be returned either by fax to (318)619-3412; or hand delivered to City of Alexandria Purchasing Department, located at 2021 Industrial Park Road, Building WH, Alexandria, LA 71303; or e-mailed to <u>sue.ducote@cityofalex.com</u>, prior to the above scheduled opening date and time.

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 <u>SHALL NOT</u> 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.

<u>CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:</u> CAUSTIC SODA FOR D.G. HUNTER GENERATING STATION

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).

<u>CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:</u> CAUSTIC SODA FOR D.G. HUNTER GENERATING STATION

General Conditions for Bidders - Please Read Carefully (Continued)

22. <u>All bids shall be signed by hand and in ink by an authorized company representative per LA R.S.</u> 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; (3) by hand; or (4) posted on the City of Alexandria's website (www.cityofalexandriala.com) and posted on BidSync (www.BidSync.com) if applicable.

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.

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 <u>www.diversityinaction.org</u>.

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

<u>CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:</u> CAUSTIC SODA FOR D.G. HUNTER GENERATING STATION

PRODUCT DELIVERY

All quoted prices shall <u>include any and all freight charges</u>. All products shall be shipped F.O.B., freight prepaid, City of Alexandria D.G. Hunter Generating Station, located at 1011 North Third Street, Alexandria, LA 71301.

Normal delivery shall be made to the above listed address within five (5) days from the date of notification by the City. In the event of an emergency, awarded vendor shall make delivery of the specified product within two (2) days from the date of notification by the D.G. Hunter Generating Station Operator. Failure to comply with delivery requirements or failure to honor the quoted price for a twelve (12) month period could result in immediate termination of this award and the loss of the privilege to quote for one year.

Product shall be delivered heated at or above 55° F. Delivery shall not be accepted for product that does not meet these standards.

Product shall be off-loaded by the successful vendor, into the holding tank facility at the D.G. Hunter Generating Station. Air shall be supplied at hook-up. The City of Alexandria shall not honor a drum deposit on 55 gallon drums.

QUOTED PRICE

Caustic Soda, 50% Technical Grade, delivered in bulk (approximately 500 gallons), at or above 55° F :

Quoted Price \$	/Per Gallon			
(All quoted prices shall be indicated	in gallons, NOT in p	oounds or tons.)		
	Yes	No		
Company Name:				
Address:				
City/State/Zip:				
Phone #:	Faz	x #:		
Authorized Signature:				
Printed Name & Title:				
Email Address (Optional):				