

CITY OF FAIRHOPE
BID INVITATION

September 23, 2009

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00P.M. October 13, 2009, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid Number 021-09, HYDRATED LIME AND GAS CHLORINE

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail or faxed to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: dan.ames@cofairhope.com, fax number: 251-990-0125, Twenty Four (24) hours prior to the bid opening or will be forever waived.

All bids must be on blank forms provided in the Bid Documents. **NO BID BOND REQUIRED.**

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **"Sealed Bid" with Item Name, Bid Number, City of Fairhope's Name and Address and Bidder's Name and Address.** Each bid must be in a separate envelope. Bids made out in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must accompany this bid packet. See specifications for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to commencing work.

Daniel P. Ames,
Purchasing Manager

Posted 09-23-09

GENERAL REQUIREMENTS

AWARD OR REJECTION OF BIDS

1. The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

COMPLIANCE

1. All bid components will comply with all Federal, State and Local laws, ordinances, codes and regulations.
2. The awarded vendor will be responsible for insuring that all items meet specifications before delivery.
3. Awarded vendor will make no substitutions for bid items without prior written approval of the City of Fairhope Purchasing Department.

ORDERING

1. The City of Fairhope Purchasing Department will issue Purchase Orders to the awarded vendor for bid items as needed.
2. If awarded vendor fails to fill Purchase Order or deliver on time, the City of Fairhope reserves the option to procure needed, comparable items from any source, and bill the awarded vendor for associated expenses generated by such failure.

PACKAGING & DELIVERY

1. Deliver bid items to City of Fairhope Warehouse, 555 South Section Street, Fairhope, AL, or other designated City sites, maintaining product in proper state, undamaged.
2. At point of delivery, awarded vendor will present an itemized delivery ticket **with the Purchase Order Number clearly referenced thereon**, to City of Fairhope receiving personnel for signing.
3. F.O.B. City of Fairhope, as directed.
4. Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within FIVE (5) working days.

PAYMENT

1. Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:
City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, AL 36533
2. **All invoices must reference appropriate Purchase Order Numbers**
3. Payment Of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Municipalities are exempt from Alabama Sales Tax by state law. Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.

- Our bid form must be filled in completely.
- All pages of this bid form must be returned.
- All documents requested must be attached to the back of page of such request and acknowledgement must be made where blank appears.
- A signed contractual agreement must be in place prior to beginning work or services.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Company: _____ **Date:** _____

Company Representative: _____
(Print)

Title: _____

Company Representative: _____
(Signature in ink)

THIS MUST BE NOTARIZED!

Sworn to and subscribed before me this _____ day of _____, 2009.

Notary Public

SCOPE OF WORK AND SPECIFICATIONS
BID NO. : 021-09
BID NAME: HYDRATED LIME AND GAS CHLORINE

SCOPE OF WORK

1. The Awarded Vendor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:
 - a. Provide SPECIFIED CHEMICALS and associated equipment and service as per specifications.
 - b. Deliver items to the City of Fairhope as per specification, three (3) days maximum delivery ARO.
 - c. Provide chemical leak response, maximum two (2) hours to be on site.
 - d. Provide twenty-four (24) hour emergency response phone numbers for response personnel.

SPECIFICATIONS

GENERAL INFORMATION

All delivery of chemicals will be arranged by the City of Fairhope Water Department and will be delivered to various locations where water wells are located within the water system. City personnel will manage the distribution of chemicals to well sites.

The following terms also apply:

1. All work to be done in a neat and professional manner.
2. All applicable licenses or permit fees to be acquired and paid by Awarded Vendor.
3. AWARDED VENDOR to provide all necessary services and materials unless stated otherwise herein.
4. AWARDED VENDOR to comply with all laws, codes, and regulations, including safety, fire, health, environmental and insurance.
5. AWARDED VENDOR to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.
6. The AWARDED VENDOR will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the AWARDED VENDOR resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the AWARDED VENDOR'S insurance.

INSURANCE REQUIREMENTS

If work is to be performed by awarded bidder, The insurance policies of any insurance company recognized as an admitted carrier by the State of Alabama, will be accepted as insurance as required for any bid or contract. See the instructions hereinafter contained with respect to the type, form, and amounts of required insurance policies.

If work is to be performed, Awarded Vendor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Awarded Vendor and the City

\$1,000,000 combined single limit Bodily Injury and Property Damage per occurrence

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.

CHEMICALS

HYDRATED LIME

Approximately 4,000-bags of Hydrated Lime will be used by the City of Fairhope for the coming year. Delivery of Hydrated Lime will be in 50-pound bags. Available Lime Index must be 70% or better. Available Calcium Hydroxide should be 95% or better. Lime will pass 325 Mesh, and will be 90% or better. Material shall conform to all AWWA Specifications. All prices quoted must include transportation charges to destination.

COMPLY DOES NOT COMPLY

GAS CHLORINE

Approximately one hundred eighty five (185), one hundred fifty (150) pound cylinders of Chlorine Liquefied Gas will be needed for the following year. The delivery of this chemical must be in one hundred fifty (150) pound cylinders. Material shall be commercial grade, conforming to AWWA Specifications, contain not less than 99% Chlorine, shall not contain materials which may be found objectionable by the City of Fairhope in the purification for potable use.

All Chlorine containers delivered to City of Fairhope water wells shall meet all current Federal, State and local Laws, Codes, Regulations or Ordinances, and AWWA current standards and specifications for one hundred fifty pound cylinders, at time of deliveries.

All prices bid must include transportation. No container deposits will be allowed.

COMPLY DOES NOT COMPLY

DELIVERY

Delivery of chemicals must be received between 7:00AM and 9:00AM on the delivery dates established by the City of Fairhope.

COMPLY DOES NOT COMPLY

Provide current, applicable Material Safety Data Sheets (MSDS) with each delivery, notifying receiving personnel of any changes, replacements or revisions.

COMPLY DOES NOT COMPLY

VENDOR COMPLIANCE

Items bid must comply with all specifications listed.

Vendor must acknowledge VENDOR COMPLIANCE. If Does Not Comply is selected, a full explanation must be made on an extra sheet attached to back of bid form. Attach support data for substitution being equal to or better than specified. If vendor does not acknowledge VENDOR COMPLIANCE, it will be understood that vendor cannot fulfill said specifications.

**CITY OF FAIRHOPE
BID PROPOSAL**

BID NO.: 021-09

BID NAME: HYDRATED LIME AND GAS CHLORINE

Duration of Bid: One (1) year. The City of Fairhope has the option of incrementally extending the award for a total period not to exceed three (3) years, provided that awarded bidder agrees to all conditions of award remaining constant.

Delivery lead time ARO: _____ Days (must be within three (3) days)

We propose to meet or exceed the above specifications for the sum of:

HYDRATED LIME: BID PRICE PER UNIT: \$ _____ per 50 lb. Bag

GAS CHLORINE: BID PRICE PER UNIT: \$ _____ per 150 lb. Cylinder

Lime Manufacturer: _____

Gas Chlorine Manufacturer: _____

Each bidder must give the full business address of the bidder and must be signed by bidder with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications.

Company _____

State of Incorporation _____

Company Representative _____
(Signature)

Title _____

Company Representative _____
(print)

Company Address _____

Phone _____

_____ Fax _____

Federal ID Number _____

THE BID PROPOSAL MUST BE NOTARIZED!

Sworn to and subscribed before me this _____ day of _____, 2009.

_____ Notary Public