JACKSON COUNTY UTILITY AUTHORITY

PASCAGOULA, MISSISSIPPI

**TOMMY FAIRFIELD, JR.**

EXECUTIVE DIRECTOR

**CHLORINE AND SULFUR DIOXIDE**

1. ADVERTISEMENT FOR REQUEST FOR BIDS FORMAL
2. INFORMATION TO BIDDERS
3. SPECIFICATIONS
4. AGREEMENT FORM
5. BID FORM

**DEADLINE FOR RECEIVING BIDS 10:00 A.M. LOCAL TIME TUESDAY, JULY 10, 2018**

BID OPENING

10:00 A.M. LOCAL TIME

TUESDAY, JULY 10, 2018

RICHARD TORJUSEN

PURCHASING SUPERVISOR

#### INFORMATION TO BIDDERS

1. **DESCRIPTION OF WORK**

Furnish all labor, material, equipment and miscellaneous items necessary for furnishing chlorine and sulfur dioxide to Jackson County Utility Authority. Contract award will be twenty four (24) months with an option at the same price for an additional twelve (12) months by mutual agreement.

#### POLICY STATEMENT

The Jackson County Utility Authority (JCUA) is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other such discrimination. The Bidder, by signing this bid, agrees during the term of this agreement to strictly adhere to this policy in its employment practices and in providing products or services.

#### INTENT OF CONTRACT

The intent of this Bid Package is to obtain a product and/or service that will adequately meet the needs of the JCUA while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Bid packet and to notify JCUA if the packet is formulated in a manner which would unnecessarily restrict competition. Any protest or question concerning the specifications or bidding procedures must be received by the Purchasing Supervisor not less than five (5) working days prior to the time and date set for the bid opening.

#### PREPARATION OF BID

Bids and/or quotes may be submitted through Central Auction House or in person to the JCUA. Paper bids are allowed. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed, in ink, by the person signing bid.

To submit bids electronically, bidders must ensure they are registered with Central Auction House and have received a login and password and that all technical requirements have been met.

Failure to examine any drawings, specifications, and instructions will be at bidder's risk.

Price each item separately. Unit prices shall be shown. Bid prices must be net.

It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the bidder.

Bidders must furnish all information requested in the bid specifications. Further, when required, each bidder must submit for bid evaluation cuts, sketches, descriptive literature and technical specifications covering the product offered.

For any questions related to the electronic bidding process, please call Central Auction House at 225-810-481.4

#### PRE-QUALIFICATION PROCESS

The purpose of the bid is to advertise the competitive procurement for solicitation of formal quotes from potential bidders to participate in the Reverse Auction. The JCUA will be responsible for defining product categories, adding bidders, and publishing all bid related documents to Central Auction House. Once the responses have been received and the opening date has been reached, JCUA will review the submissions to qualify bidders and determine a starting price for reverse auction items.

The Invitation for Bids/RFQF shall be advertised in accordance with Section 3.106.05.4 of the Mississippi Procurement Manual. JCUA shall advertise for 14 consecutive days in accordance with Section 31-7- I3 (c)(i)(l ) of the Miss. Code Ann. Responses to the bids will be due on the 8th working day after the last day of advertisement. Responses to the Bids will be reviewed by JCUA for responsiveness to specifications

The JCUA will accept bidder responses in Central Auction House who have qualified by meeting specifications. Bidders not meeting specifications will not be allowed to participate in the Auction.

Once qualified, JCUA will notify the bidder of Qualifications and the date of the Live Auction via e-mail. After receiving the confirmation email, bidders should review/ensure technical requirements for Central Auction House have been met or confirm participation in person.

#### LIVE AUCTION

Notification of Auction Start date and time will be sent via email to qualifying bidders.

#### BID SUBMISSION

When submitting a bid electronically, the authorized signature may be typed or be an electronic signature. Bids and modifications or corrections received after the closing time specified will not be considered. When submitting the response to the bid through Central Auction House, bidder must ensure all questions have been answered within the bid and all proposed items in bid have a response.

#### ACCEPTANCE OR REJECTION OF BIDS

The JCUA reserves the right to reject any or all bids. Without limiting the generality of the foregoing statement, any bid which is incomplete, obscure, or irregular may be rejected. Alternate bids, unless specifically requested, will not be considered. If a bidder fails to state the time within which a submitted bid will expire, it is understood and agreed that the Authority shall have 60 days to accept.

#### METHOD OF AWARD

The contract will be awarded on the basis of the lowest and best responsive bid submitted by a responsible bidder. Bidding must be done in strict accordance with the bid requirements. .

The JCUA reserves the right to accept or reject any and al1 bids and to waive technicalities if deemed to be in the best interest of the JCUA.

# BID ACCEPTANCE

The acceptance of a bid will be a Notice, in writing, signed by a duly authorized representative of the JCUA. No other act shall constitute acceptance of a bid. Acceptance of a bid shall bind the successful bidder to execute the contract and to be responsible for additional costs incurred by the JCUA due to non-performance.

Contractor has ten (10) working days from notice of award to furnish the required documents:

* 1. Insurance Certificates
  2. Executed Agreement

#### INSURANCE

The successful Bidder shall comply with the pertinent provisions of all Local, State and Federal laws, rules and regulations applicable to said work being performed and shall carry all required Workmen's Compensation, casualty or other liability insurance (Min.

$1,000,000) and shall generally keep the JCUA indemnified against all fines, penalties, and losses incurred by reason of any breach of this stipulation.

#### NONRESIDENT CONTRACTORS

Pursuant to Mississippi Code of 1972, Annotated, as amended, #31-3-21, Subparagraph 3: "in the letting of public contracts preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident bidder's state awards contracts to Mississippi contractors bidding under similar circumstances; and resident contractors actually domiciled in Mississippi, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident. When a nonresident contractor submits a bid for a public project, he shall attach thereto a copy of his resident state's current law pertaining to such states' treatment of nonresident contractors.

You are hereby advised that the JCUA in letting this bid to any potential nonresident bidder shall require the same percentage of Mississippi resident employees of a nonresident contractor as the nonresident bidder's state requires of their nonresident contractors. Bid laws require a nonresident bidder, submitting bids on public work projects within that state, to employ a certain percentage of that state's residents as employees who will be conducting and performing that work.

In the event a nonresident bidder shall fail to attach to his bid a copy of his resident state's current law pertaining to nonresident contracts, the JCUA may in validate the bid for failing to comply with the statute or in its sole discretion may waive the failure to comply.

#### WITHDRAWAL OF BIDS

No bid may be withdrawn within ninety (90) days after the bid opening date.

#### ADDENDUM FOR CLARIFICATION OR VARIANCE

It shall be incumbent upon the bidders to examine any drawings, specifications and instructions. Any request for clarification shall be in writing (no oral or telephonic interpretation shall be made) and shall be submitted to the purchasing office at least five (5) working days prior to the date and time set for the bid opening.

Any clarification or variance of these specifications will be made only by addendum duly issued in writing.

No addendum to the bid package will be issued within three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the bid opening, the bid opening will be rescheduled giving bidders enough time to answer the addendum.

Copies of such addendum will be mailed to each prospective bidder having received a set of these specifications from the JCUA. Each bidder must acknowledge receipt of any such addenda on the OUTSIDE OF THE BID CONTAINER. Failure to properly acknowledge receipt will result in the bid not being opened.

#### BIDDERS ABILITY

Bidders must upon request of the JCUA furnish satisfactory evidence of their ability to furnish products and/or services in accordance with the terms and conditions of these specifications. The JCUA reserves the right to make the final determination as to the bidder's ability.

#### HOLD HARMLESS

The bidder shall be solely responsible for and shall protect, indemnify, and save and hold harmless the JCUA and JCUA' S employees from and against all damages, losses and all claims, demands, payments, suit actions, recoveries and judgments of every nature and description brought or recovered against JCUA, and JCUA'S employees, by reason of any act or omission of the bidder, his agents, employees, or sub-contractors in the execution of the work or in the guarding of it.

#### CONTRACT DOCUMENTS

Sections that form the contract are:

* Advertisement for RFQF
* Information to Bidders
* Specifications
* Agreement Form
* Bid Cover Sheet
* Bid Form
* Central Auction House Guidelines
* Insurance Certificates

#### PAYMENT

1. This is a unit price contract. Quantities are estimated and may increase or decrease. Contractor agrees to accept payment for actual quantities completed at quoted unit prices.
2. A Purchase Order shall be issued for each order of Chlorine or Sulfur Dioxide. All pay requests shall reference that Purchase Order.
3. Requests for payment must be presented to the JCUA on or before the first working

Day of the Month. A **Form W-9** (Request for Taxpayer Identification Number and Certification) shall be provided with the first pay request.

1. No fuel charges shall be allowed.

#### TERMS OF CONTRACT

The JCUA requires that a firm price for Twenty Four (24) months be bid with an option at the same price for an additional Twelve (12) months from the date of the contract award, unless modified by mutual agreement or terminated for cause.

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#### CANCELLATION OF CONTRACT

If purchase orders or contracts are canceled because of the contractor's failure to perform or request for price increase, other than approved change orders, that contractor may not be allowed to bid on JCUA contracts for a period of 24 months.

In the event of termination, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The contractor shall continue performance of the contract, to the extent it is not terminated, and shall be liable for excess costs incurred in procuring similar goods or services.

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**BID SPECIFICATIONS**

The Authority intends to enter into a contract for the purchase of chlorine and sulfur dioxide to be delivered in one-ton containers and 150 lb. cylinders. The term of the contract shall be for twenty four (24) months with a twelve (12) month option to renew.

1. **Specifications for Liquid Chlorine**
   1. Chlorine bid must be in compliance with AWWA B301, Standard for Liquid Chlorine.
   2. Bidder must include with the bid submitted an Affidavit stating that the liquid chlorine furnished under this contract complies with all applicable standards and requirements of AWWA B301, Standard for Liquid Chlorine.
   3. NSF 60 approved with documentation supplied with each shipment.
   4. Purity: 99.5% chlorine minimum
   5. Water: 50 parts per million (ppm) maximum
2. **Specifications for Sulfur Dioxide**
   1. Sulfur dioxide shall meet requirements of AWWA Standard B512-08.
   2. Chemical Analysis

|  |  |  |
| --- | --- | --- |
| Product makeup | Guaranteed | Typical |
| SO2 | 99.9% Minimum | 99.99% |
| Water | 100 ppm Maximum | 70 ppm |
| Nonvolatile | 50 ppm Maximum | 6 ppm |
| SO3 | 10 ppm Maximum | 1 ppm |
| Elemental Sulfur | 10 ppm Maximum | 5 ppm |
| Total Metals | 30 ppm Maximum |  |
| Pb | 10 ppm |  |
| Fe | 10 ppm |  |
| As | 3 ppm |  |
| Se | 3 ppm |  |

Bids shall be quoted as a single price per pound, which shall include all costs associated with the purchasing of these products (i.e., delivery cost, bottle or container rental, etc.).

Bidders may bid on one or more of the commodities and award may be on the same basis.

Deliveries shall be made upon request and the vendor shall invoice the Authority for each of the separate deliveries and reference the purchase order number assigned. Invoice shall reflect the bid price for the total pounds of each delivery. No additional amount will be paid by the Authority.

All deliveries shall be FOB to all JCUA wastewater treatment plants and water well sites between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday.

It shall be the responsibility of the successful Bidder to assure that delivery is made within seven (7) working days after an order is placed by the Authority.

In the event that the successful Bidder fails to provide commodities contained in his bid for reasons beyond his control, purchases of such commodities shall be made by the Authority from one (1) of the bidders whose bid was accepted as an alternate.

If the successful Bidder fails to provide adequate service or fails to correct problems within fifteen (15) days of notification by the Authority of such problems, the Jackson County Utility Authority reserves the right to cancel the proposed contract with thirty (30) days written notification by the Authority to the Bidder.

Please provide at minimum 3 references from companies you are doing business with in our geographical area.

Provide address of your nearest distribution location.

Questions may be directed to the Authority’s office by calling Richard Torjusen at 228-938-6809, ext. 5337.

**BID FORM**

TO: Jackson County Utility Authority

1225 Jackson Avenue

Pascagoula, MS 39567

BIDDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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TELEPHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chlorine, One-Ton Containers $\_\_\_\_\_\_\_\_\_ per pound

Sulfur Dioxide, One-Ton Containers $\_\_\_\_\_\_\_\_\_ per pound

Chlorine, 150 LB Cyclinders $\_\_\_\_\_\_\_\_\_per pound

BIDDER’S SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIDDER’S NAME (Type or Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE OR POSITION\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



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