



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

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May 21, 2018

**Subject: Invitation to Bid #1517-B: Water System Treatment Chemicals**

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids for an annual contract from qualified Suppliers for the purchase of various types of water treatment chemicals to be ordered as needed, in accordance with the information and specifications contained herein.

Questions concerning this invitation to bid should be addressed to Trina Barwicks, Contract Administrator in writing via email to [tbarwicks@fayettecountyga.gov](mailto:tbarwicks@fayettecountyga.gov) or fax to (770) 719-5515. Questions will be accepted until 3:00 pm, Monday, June 4, 2018.

The Purchasing Department office hours are Monday through Friday 8:00am to 5:00pm excluding holidays. The office telephone number is (770) 305-5420.

**Bids will be received at the address below until 3:00pm, Tuesday, June 11, 2018 in the Purchasing Department, Suite 204.** Bids will be opened at that time. Bids must be signed to be considered. Late bids will not be considered. Faxed or emailed bids will not be considered.

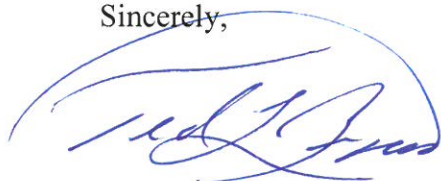
Fayette County Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, Georgia 30214

Bid Number: 1517-B  
Bid Name: Water System Treatment Chemicals

Your bid should be on the pricing sheet included herein. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **bid number** and **bid name** along with your company's name and address on the **sealed** envelope in which the bid is returned.

If you downloaded this Invitation to Bid from the county's website, it will be your responsibility to check the website for any addenda that might be issued for this solicitation. The county cannot not be responsible for a bidder not receiving information provided in any addenda.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", enclosed within a large, loopy blue oval scribble.

Ted L. Burgess  
Director of Purchasing

TLB/tcb

## GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term “contractor” as used herein and elsewhere in these specifications shall be used synonymously with the term “successful bidder.” The term “county” shall mean Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the county, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least six days before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the county’s website at [http://www.fayettecountyga.gov/purchasing/bids\\_and\\_proposals.asp](http://www.fayettecountyga.gov/purchasing/bids_and_proposals.asp). It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
  - a. The bidder’s company name,
  - b. The bid number, which is #1517-B, and
  - c. The “reference” which identifies the bid, which is “**Water System Treatment Chemical**”.

Mail or deliver one (1) unbound original bid (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, to:

Fayette County Georgia  
Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, GA 30214

Attention: Contracts Administrator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.



7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.
9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the county in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the county may disqualify the bids from that responder, at the county's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The county reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **Quantities are Estimates:** Quantities listed herein are estimates for the period specified. This will be an indefinite-quantity type contract, with county requirements fulfilled on an "as ordered" basis. No guarantee to purchase the amounts shown is intended or implied. The county reserves the right to order larger or smaller quantities at the prices stated in the bid of the successful bidder.
14. **Brand Name:** If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
15. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.
16. **Samples:** When the county requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the county unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The county will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
17. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.

18. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
19. **Partial Award:** The County reserves the right to make award by item, by group of items, by any combination of items, or by lump sum award. The award will be made in the best interest of the County. Bidders may restrict their bids to consideration of a lump sum award or other restriction only by so indicating on the pricing sheet or the "Exceptions to Specifications" sheet included in the invitation to bid. Bidders who do not restrict consideration of their bids in this manner shall be expected to accept any portion of the bid awarded. The County reserves the right to award multiple contracts for the products or services sought by this invitation to bid.
20. **Discounts:** Cash discounts offered will be a consideration in awarding the bid, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check. For payment of full invoice price, minimum terms of net 30 are preferred.
21. **Trade Secrets - Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
22. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the county may reveal any trade secret materials contained in the bid to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the county and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
23. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.



In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

24. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any bidder prior to the county issuing the Notice to Proceed.
25. **Term of Contract:** The term of this agreement shall begin July 1, 2018, and continue through June 30, 2019. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
26. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
27. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
28. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the County.
29. **Indemnification:** The contractor shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
30. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
31. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the county shall have authority to make open-market purchases of comparable goods or services. The county shall have the right to invoice the contractor for any excess expenses incurred, or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.

32. **Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
  
33. **Inspection and Acceptance of Deliveries:** The county reserves the right to inspect all goods and products delivered. The county will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the county to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the county reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
  
34. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
  
35. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
  
36. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
  
37. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

**Fayette County, Georgia  
Checklist of Required Documents**

*(Be Sure to Return This Checklist and  
the Required Documents in the order listed below)*

**ITB #1517-B: WATER SYSTEM TREATMENT CHEMICALS**

Company information – on the form provided \_\_\_\_\_

Pricing sheet \_\_\_\_\_

List of exceptions, if any – on the form provided \_\_\_\_\_

References – on form provided \_\_\_\_\_

Addenda, if any \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_



## **ITB #1517-B: WATER SYSTEM TREATMENT CHEMICALS**

### **INTRODUCTION**

Fayette County, Georgia is seeking bids for an annual contract from qualified Suppliers for the purchase of various types of water treatment chemicals. The contract resulting from this invitation to bid will allow Fayette County Water System to purchase water treatment chemicals on an as-needed basis throughout the contract period.

### **SCOPE OF WORK**

1. Fayette County will order chemicals according to the needs and storage capabilities, AS per the unit size and amount.
2. Orders will be placed by a Fayette County Purchase Order.
3. Deliveries should be made within 1 to 3 days of receipt of order between the hours of 8am and 4pm, Monday through Friday excluding holidays.
4. Deliveries shall be made to two (2) locations;
  - A. Crosstown Water Treatment Plant  
3500 TDK Blvd; Peachtree City, GA 30269
  - B. South Fayette Water Treatment Plant  
880 Antioch Road; Fayetteville, GA 30215



**PRICING SHEET –  
ITB #1517-B: WATER SYSTEM TREATMENT CHEMICALS**

CHEMICAL	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
Alum (Liquid) AWWA# B403-03	650 Dry Tons 12 Dry Tons per Load	\$ _____ PER DRY TONS	\$ _____
Chlorine (Liquid) AWWA# B301-04	66 Cylinders (2,000 LB)	\$ _____ PER CYLINDER	\$ _____
Powder Activated Carbon Coal Based Tannin Value, ppm: 350 maximum Iodine Number: 500 minimum Moisture, Percent as Packed: 8 maximum Mesh Size: 1) Percent through 100 Mesh (150 Microns): 99 minimum 2) Percent through 200 Mesh (75 Microns): 95 minimum 3) Percent through 325 Mesh (45 Microns): 90 minimum PAC shall meet Food Chemicals Codex, the AWWA B-600 Carbon Standard and is listed under NSF Standard 61 for potable water. PAC shall be WPH-M by Calgon, Hydrodarco by Norit America, Inc., or equal	1,000 LB 40 Bags	\$ _____ PER BAG	\$ _____
Powder Activated Carbon Aqua Nuchar AWWA B600-05 NSF ANSI Standard 61	80 Bags (50 LB Bags)	\$ _____ PER BAG	\$ _____

**COMPANY NAME:** \_\_\_\_\_



**PRICING SHEET – “CONTINUED”**  
**ITB #1517-B: WATER SYSTEM TREATMENT CHEMICALS**

CHEMICAL	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
Phosphates (Powder) Aquadene SK-7101 AWWA #B505-05	488 Pails (50 LB Pails)	\$ _____ PER PAIL	\$
Sodium Chlorite (80%) AWWA# B303-05	200 Drums (100 LB drum, Flakes)	\$ _____ PER DRUM	\$

<b>TOTAL BID AMOUNT:</b>	\$
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**NOTE:** All applicable charges shall be included in your total unit price per chemical, e.g. chemical, delivery, and any other fees. No additional charges will be allowed after the bid opening.

STATE DELIVERY TIME AFTER RECEIPT OF ORDER \_\_\_\_\_ DAYS.

STATE PAYMENT TERMS \_\_\_\_\_ DAYS.

**COMPANY NAME:** \_\_\_\_\_

**ITB #1517-B: WATER SYSTEM TREATMENT CHEMICALS - REFERENCES**

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are required.

**REFERENCE ONE**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Contract Period \_\_\_\_\_

Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Contract Period \_\_\_\_\_

Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Contract Period \_\_\_\_\_

Scope of Work \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

**ITB #1517-B: WATER SYSTEM TREATMENT CHEMICALS**

**COMPANY INFORMATION**

Company \_\_\_\_\_

Physical Address of Business \_\_\_\_\_

\_\_\_\_\_

Mailing Address (If Different) \_\_\_\_\_

\_\_\_\_\_

Authorized Representative \_\_\_\_\_

(Print or Type)

Authorized Representative \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\*\*\*\*\*

**Order Contact Person Name:** \_\_\_\_\_

**Email Address for Notification:** \_\_\_\_\_

**Office Number:** \_\_\_\_\_ **Cellular Number:** \_\_\_\_\_