



August 7, 2019

**INVITATION TO BID
Purchase, Delivery and Exchange of Chlorine and Fluoride
Bid Reference No. 19-070**

Sealed bids will be received by the City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, Georgia 31701, until **2:30 p.m. on September 11, 2019** for the purchase, delivery and exchange of chlorine cylinders and fluoride to 28 Wells located in Albany and Dougherty County, in accordance with bid documents, specifications, and all other contract documents. **The list of wells will be provided to interested bidders only.** This will be a one (1) year contract with two (2) options to renew for additional one-year terms per O.C.G.A § 36-60-13 for multi-year purchases.

A **Pre-Bid Conference** will be held on **August 20, 2019 at 10:00 a.m.** at the procurement office. A member of Procurement staff and the Project Manager will be available to provide an overview of the work to be performed and answer questions.

This project will be bid on a lump sum basis for all specified work and will be awarded to the lowest responsive and responsible bidder.

All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid. The City of Albany strongly encourages Small Business firms to participate in this bid.

Bid documents are available at the Procurement Division and www.albanyga.gov and the Georgia Procurement Registry.

A 5% Bid Bond is required of all bidders. Bid bond must be present for bid to be read or considered. A Contract Performance Bond, and Labor and Material Payment Bond each in an amount equal to 100% of the contract amount will be required of the successful bidder.

For additional information, contact **Kimberly M. Allen, Buyer**, at **(229) 431-3211**. Submit all questions via email to kiallen@albanyga.gov or mtrotter@albanyga.gov cc: tewilliams@albanyga.gov. The deadline for questions is **September 4, 2019**.

City of Albany,

Yvette Fields, CPPB
Director

CENTRAL SERVICES

**CITY OF ALBANY
PROCUREMENT DIVISION
CENTRAL SERVICES DEPARTMENT
ALBANY, GEORGIA
INSTRUCTIONS TO BIDDERS**

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder.
 - (a) The ability, capacity and skill of bidder to perform required service.
 - (b) Whether bidder can perform service promptly or within specified time.
 - (c) The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - (d) The performance of previous contracts.
 - (e) The suitability of equipment or material for City use.
 - (f) The ability of bidder to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining low bids if they are deemed advantageous to The City.
3. Unless otherwise specified all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification of award or by exception noted on bid sheet.
4. Prospective bidders are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the execution of same.
5. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The City may purchase more or less than the estimated quantity, and the bidder must not assume that such estimated quantity is part of the contract.
6. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
7. All requested information should be included in the sealed bid envelope. All documents and information must be signed and included for your bid to receive full consideration. **Failure to submit any required information or document will be cause for bid to be rejected as non-responsive.**
8. Failure of the bidder to sign the bid document or have the signature of any authorized representative or agent on the bid **in the space provided will be cause for rejection of the bid.** Signature(s) must be written in ink.
9. Failure to enclose bid bond, where required, **will result in rejection of the bid.** Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
10. **All bidders should provide their tax identification number with the bid.**
11. All bidding Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.
12. Quote all prices F.O.B. Albany or our warehouse or as specified in bid documents.
13. If the bidder proposes to furnish any item of a foreign make or product, he/she should write "Foreign" together with the name of the originating country opposite such item on the bid.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of The City to do so for the purpose of testing.
15. The City will reject any material, supplies or equipment that do not meet the specifications, even though bidder lists the trade name or names of such materials on the bid or price quotation form.
16. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, such as a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
17. Each bid or proposal will be submitted in a **SEALED ENVELOPE**. Additionally, that envelope shall be clearly marked on the outside as a **Sealed Bid** with the **Bid Number** clearly printed.
18. Bids **must** be received and stamped by the Procurement Office before the date and time stipulated in bid documents. No responsibility will attach to any City representative or employee for premature opening of bids not properly addressed or identified.
19. If only one bid is received, the bid may be rejected and/or re-advertised, except in the case of only one known source of supply.
20. Bids received late will not be accepted, and The City will not be responsible for late mail delivery.
21. Should a bid be misplaced by The City and found later it will be considered.
22. The unauthorized use of patented articles is done entirely at the risk of the bidder.
23. All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to instruct in their application or use. A bidder at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
24. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.

25. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by The City will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to The City sound and satisfactory materials, equipment or supplies. The contractor agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by The City.
26. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of The City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by The City or County to terminate such contract, and the nature of such action shall be determined by The City or County and specified in the contract; (3) The contract shall state the total obligation of The City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by The City.
27. Unless otherwise specified The City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of The City.
28. The successful bidder shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Contractor as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
29. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
30. The City reserves the right to reject any and all bids, to waive any informalities in the bid process, and to award the contract as may be in the best interest of the City and/or re-advertise for bids.
31. Local bidder (domiciled in Albany City Limits) will receive bid in the event of tie bids. In the case of tie bids between out of town companies or between local concerns, evaluated as equal, bid will be recommended or awarded by chance coin toss, or drawing straws. **The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be a basis for award on bids that are federally funded.**
32. No bidder writing restrictive specifications for The City will be allowed to bid on the project.
33. Reasonable grounds for supposing that any bidder is interested in more than one bid for the same item will be considered sufficient cause for rejection of all bids in which he/she is interested.
34. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to The City/County or who has failed in any former contract with The City to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
35. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in bid/proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by The City out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amount of such excess to The City on notice by the Procurement Officer of the excess due.
36. Contracts may be cancelled by The City with or without cause with 30-day written notice.
37. Any complaint from bidders relative to the Invitation to Bid or any attached specifications should be made prior to the time of opening of bids, otherwise such complaint cannot be properly considered.
38. Any bidder may withdraw his bid at any time before the time set for opening of bids. No bid may be withdrawn without cause in the 60-day period after bids are opened.
39. All questions, inquiries and requests for clarification shall be directed to Procurement.
40. **Prior to submission, all bidders are encouraged to check the website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any addendums.**

PROCUREMENT FORM - Revised 07/29/2019

SPECIAL INSTRUCTIONS
Purchase, Delivery and Exchange of Chlorine and Fluoride
BID REF. #19-070

1. **General Information** – The delivery of Chlorine and Fluoride to 28 wells located in Albany and Dougherty County on a weekly basis or as needed.

Detailed Scope – (Attached).
2. Contractor's bid shall include all necessary labor, materials, tools, equipment, and all other items necessary to complete the contract requirements in accordance with specifications, general conditions, special instructions to bidders and all other provisions included in this invitation to bid.
3. Bidder shall be responsible to visit the job site and familiarize himself with the local conditions.
4. No bid may be withdrawn for a period of sixty (60) days from the bid opening date.
5. The Owner reserves the right to reject any and all bids and to waive any informalities in the bidding process.
6. The Owner of this project is the City of Albany.
7. The General Conditions of Contract is AIA Document A201, 2017 version as modified by the attached sheets.
8. **Contract Time:** This will be a one (1) year contract with two (2) options to renew for additional one-year terms per O.C.G.A § 36-60-13 for multi-year purchases. Per O.C.G.A § 36-60-13, the contract terminates at the end of the calendar year in which the agreement is made as well as at the end of any calendar year for which the agreement is renewed. The City of Albany must issue written notification to contractor **thirty (30) calendar days** prior to December 31 to confirm termination. In absence of this written notice of termination, the contract will automatically continue. Either party to this contract may waive their option to renew this contract by providing written notice to the other party **sixty (60) calendar days** prior to the contract renewal date. Fees may be adjusted for each year after the initial year by the percentage increase in the U.S. Department of Labor's CPI-U, South Urban, Size B/C, for the most recent publication preceding the renewal date (applied to the rate in effect prior to the renewal).
9. **Liquidated Damages:** Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance at the rate of \$1,000.00 per calendar day.
10. **Bid Form:** Bid **must** be submitted on the bid form provided by the City of Albany. Bid will be awarded to the responsive and responsible bidder submitting the lowest base bid.

11. **INTERPRETATION OF ESTIMATE OF QUANTITIES:**

- A. An estimate of quantities of work to be done and materials to be furnished under the specifications is given in the bid document. It is given as a basis for comparison of bids and the award of the Contract. The Owner does not expressly or by implication, agree that the actual quantities involved will correspond therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities, or of the character, location or other conditions pertaining to the work.
- B. Payment will be based on the actual quantities of work performed in accordance with Contract, at the Contract unit prices specified. No allowances will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The Owner reserves the right to omit any item entirely, or to increase or decrease any or all items.

12. Bidders **must** provide at least three (3) references of similar work performed within the last three (3) years. References to include contact name, current phone number, current email, name of project, contract amount, and contract completion date.

13. **General Insurance Requirements:** Contractor shall maintain insurance with companies licensed to do business in the State of Georgia acceptable to the City for the protection of the City and name it as an additional insured, against all claims, losses, costs or expenses arising out of injuries or death of persons whether or not employed by contractor, whether arising from the acts or omission, negligence or otherwise of contractor or any of its agents, employees, patrons, or other persons, and growing out of work being done by Contractor on behalf of City, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than One Million (\$1,000,000) Dollars, a liability limit of not less than One Million (\$1,000,000) Dollars for each accident for property damage. Contractor shall also carry product/completed operations liability insurance for personal injuries and/or death in the amount not less than One Million (\$1,000,000) Dollars for any one person. Contractor shall maintain a combined single liability limit of One Million (\$1,000,000) Dollars covering owned, non-owned, leased, and hired vehicles. Contractor shall furnish to the City satisfactory evidence that it carries Worker's Compensation Insurance in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than One Hundred Thousand (\$100,000) Dollars of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany.

Contractor shall furnish evidence to the City of the continuance in force of said policy's declaration page (s) to the Procurement Agent. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Albany as additional insured. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions, and/or cancellation.

The City's sole judgment shall control as to the sufficiency of the coverage.

- 14. **Indemnity Agreement:** An executed copy of this form should accompany your bid and must be completed for contract award. (See attached).
- 15. **Governing Law & Venue:** An executed copy of this form should accompany your bid. (See attached).
- 16. **Certificate of Non-Collusion:** An executed copy of this form should accompany your bid. (See attached).

17. **Drug Free Workplace Certification:** An executed copy of this form should accompany your bid. (See attached).
18. **Debarred Bidders Integrity Form:** An executed copy of this form should accompany your bid. (See attached).
19. **Permits & Fees:** Within **five (5) days** following the issuance of the Notice to Proceed, the contractor shall apply for all permits. Failure to do so may result in award of this contract to the next lowest bidder and the original contractor may be billed for the difference in price. The contractor shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate(s) before any work can commence. This documentation should be on file in the Procurement Office prior to the start of any work associated with this contract. **The contractor is required to contact the Project Manager, Kurt Anthony at 229-302-1675 within five (5) days of completion for a final inspection.** Contractor as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration **prior** to commencement of work.
20. **Compliance:** The contractor is responsible for knowledge of and compliance with all laws, codes, ordinances, and regulations that are applicable to this type of work.
21. **Superintendent:** The contractor shall have a superintendent or representative on the site at all times while work is being performed. He will represent the contractor and all communications given to him shall be binding as if given to the contractor.
22. **Preservation of Property:** The contractor shall carry out his work with such care and by the proper methods to prevent damage to the property adjacent to the work or within streets, easement locations to the extent the owner may have rights therein, or other property of the owners or of others, whether adjacent to the work site or not, the removal, relocation, or destruction of which is not called for by the provisions of the contract documents; it being a condition of the execution of the contract that the work be performed in such manner that the property of others and other property of the owner shall not be damaged in any way. The word PROPERTY, as used, is intended to include among other types of property, public street improvements, storm and sanitary sewers, water lines and appurtenances, or other structures. Should any property be damaged or destroyed, the contractor at his own expense shall promptly, or within reasonable time, repair or make such restoration as is practical and acceptable to the owner of the damaged or destroyed property. In case of failure on the part of the contractor to repair or restore such property, or make good such damage or injury, the Building Inspector may within forty-eight (48) hours notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due or which may become due the contractor under this contract agreement. The contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid delay, damage, injury or destruction of existing public service installations and structures; and shall at all times in the performance of the work avoid interference with, or interruption of, public utilities services, and shall cooperate fully with the owners thereof to the end.
23. **Public Convenience and Safety:** Fire hydrants on or adjacent to the street shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any hydrant. Adjacent premises must be given access at all times and gutters shall not be obstructed. Materials shall not be stored along the streets. Traffic on streets shall be maintained at all times. Dust and debris shall not create a hazard or a nuisance.
24. **Barricades and Warnings:** The contractor shall provide erect and maintain all necessary barricades, suitable and sufficient number of watchmen to direct traffic, and take all necessary precautions for the protection of the work and safety of the public. Barricades and obstructions shall be illuminated at night and lights shall be kept burning from sunset to sunrise.

25. **Removal of Trash and Rubbish:** The contractor shall be responsible for the removal and legal disposal of all waste, trash, and rubbish resulting from the work under this contract. Work site shall be kept clean and orderly during construction; trash shall be removed from the site or adequately containerized daily.
26. **Pre-Bid Conference:** A pre-bid conference will be held on **August 20, 2019 at 10:00 a.m.** at the procurement office. **All interested bidders are strongly encouraged to attend.**
27. **Termination for Convenience:** This contract may be terminated in whole or in part by the City of Albany with the consent of the contractor in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, the portion to be terminated or by the contractor upon written notification to the City of Albany setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the City of Albany determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, the City of Albany may terminate the contract in its entirety.
28. **Certification of Bidder's Experience and Qualifications:** The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents. The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.
29. **Corporations:** All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.
30. **Pre-Construction Conference:** Successful bidder will be required to attend a Pre-Construction Conference with the owner's representative to discuss any details of the project, submit a proposed work program / schedule prior to the issuance of a Notice to Proceed. When work begins, contractor shall remain on this project, with normal work force, until the project is completed.
31. **Georgia Security and Immigration Compliance Act:** The successful contractor will provide certification that he is in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A 13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program. **Complete and submit a copy of the form, applicable to your company, and applicable Subcontractor Affidavits, with your bid.**
32. **Manufacturer's Warranty:** Bidder **must** provide a copy of the manufacturer's warranty on parts used in the rehabilitation project. **A copy of the full warranty, with its terms and exclusions, must be provided prior to installation.**

Contractor's Warranty: Contractor shall guarantee all specified work performed for a period of one (1) year from the date of written acceptance of the work by the Owner's designated representative that all materials, labor, and workmanship provided under this contract are free from defects of any kind. At no expense to the City of Albany, the contractor shall make repairs to any

defects found and reported during the warranty period. Final inspection, final acceptance, and final payment shall not be construed as a waiver of this warranty. The following are excluded from this warranty:

- a. Defects or failures resulting from abuse by the owner.
- b. Damage caused by fire, tornadoes, hail, hurricane, Acts of God, wars, riots, civil commotion or vandalism.
- c. The contractor is not an insurer nor is he a guarantor of the suitability of or adequacy of design. Any other provisions of this warranty to the contrary notwithstanding, the contractor shall not be required to remedy any unsuitable or inadequate design.

33. **Bid Bond:** Each bid shall be accompanied by a certified check, cashier's check, cash, or bid bond (surety) acceptable to the Owner, in an amount equal to at least five **(5%)** percent of the bid, payable without condition to the Owner as a guaranty that the bidder, if awarded the contract, will promptly execute the Agreement in accordance with the bid and other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. The bid bond must be presented in its original form. Copies are not acceptable.
34. **Performance Bond and Labor and Material Payment Bond:** 100% Performance and Payment Bonds will be required of the successful bidder. Bonds must be submitted to the Procurement Office before work can commence.
35. **Bid Submittals (All items listed below must be submitted with bid)**
 - A. Bid Form
 - B. 5% Bid Bond
 - C. Business References Item #12

The following items should be submitted with bid:

- D. Indemnity Agreement
 - E. Governing Law and Venue Form
 - F. Certificate of Non-Collusion Form
 - G. Corporate Seal
 - H. Secretary of State's Certificate of Incorporation
 - I. Listing of the principals of Corporation
 - J. Affidavit to Comply with OCGA § 13-10-91 (for corporations or sole proprietorship, whichever is applicable to your company, and subcontractor affidavits, if applicable)
 - K. Special Conditions (attached)
36. For additional information, please contact Kimberly M. Allen, Buyer, at (229) 431-3211. Questions or inquiries to be submitted in writing via email to kiallen@albanyga.gov cc: mtrotter@albanyga.gov and tewilliams@albanyga.gov. The deadline for questions is **September 4, 2019** by 5 p.m.

BID FORM

Purchase, Delivery and Exchange of Chlorine and Fluoride

BID REF. #19-070

Company Name

Date

The undersigned hereby declares that he (she, they) has (have) read specifications, general conditions, special instructions to bidders, and other contract documents and proposes to perform the specified work for the following prices:

Purchase, Delivery and Exchange of Chlorine and Fluoride

Lump Sum Bid: \$_____

Bid shall be made on a Unit Price basis for all specified work. Work shall begin within 10 (ten) calendar days after issuance of Notice to Proceed and shall be completed in accordance with contract time stated herein. This bid complies with the Instruction to Bidders contained herein, (including all Contract Documents referenced therein, and all Addenda, hereinafter listed and acknowledged as received), which are hereby made a part hereof and which shall govern in all matters of the work hereby proposed. We acknowledge receipt of the following Addenda: (Bidder to list all revisions received, or, if none, state "NONE RECEIVED")

Addendum # _____, dated _____ Addendum # _____, dated _____ Addendum # _____, dated _____

CERTIFICATION: The undersigned being duly sworn, hereby declares and affirms that they are an authorized representative of the above named firm and further declares and affirms that the bid provided herein and the statements provided herein are true and correct and are sufficiently complete so as not to be misleading.

Authorized Signature

Company Name

Address

City State Zip

Tax ID #

Telephone # Fax #

Seal (If Incorporated)

Email

END OF BID FORM

**MODIFICATIONS TO AIA - A201-2017
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

Change word "Architect" to "Procurement Division" in paragraph:

1.1.1

Delete the following Sections:

4.1

Delete paragraphs:

2.1.2

2.2.1

4.2.10

10.3.3

10.3.6

11.3.1

14.1.4

Delete the following:

1.1.2 - "(1) between the Architect and Contractor"

- "The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties"

2.4. - "Architect
"of the Architect"

3.5.1 - "and Architect"
- "by the Architect"

3.18.1 - "Architect, Architect's Consultants" - Substitute: "Owner's Consultants"

4.2 - "Architect"

4.2.4 - "Architect's consultants" - Substitute: "Owner's consultants"

9.3.1 - "ten days" - Substitute: "thirty days"

11.2.1 - This paragraph is deleted. The following responsibility is added: The contractor shall purchase in the Owner's name liability coverage as specified in the instruction.

12.2.1 - "compensation for the Architect's services, and"

14.2.4 - "including compensation for the Architect's services and expenses made necessary thereby,"

11.3.2 - "The Owner"- Insert: unless otherwise provided shall at the Owners option....."

The "Architect" is amended to read "Owner's Representative" in paragraphs:

1.5.1

4.2.1

7.3.1

9.8.4

14.1.3

3.1.3	4.2.2	7.3.6	9.9.1	14.2.2
3.2.1	4.2.3	7.3.7	9.9.2	14.2.4
3.2.2	4.2.4	7.3.8	9.10.1	15.2.1
3.2.3	4.2.5	7.3.9	9.10.2	15.2.2
3.3.1	4.2.6	7.4	9.10.3	15.2.3
3.4.2	4.2.7	8.1.3	10.2.6	15.2.4
3.7.3	4.2.8	8.3.1	10.3.1	15.2.5
3.7.4	4.2.9	9.2	10.3.2	15.2.7
3.10.1	4.2.11	9.3.1	12.1.1	15.2.8
3.10.2	4.2.12	9.3.1.1	12.1.2	15.3.1
3.10.3	4.2.13	9.4.1	12.2.1	15.4.1
3.11	5.2.1	9.4.2	12.2.2.1	
3.12.4	5.2.3	9.5.1	13.4	
3.12.5	5.2.4	9.6.1	13.4.1	
3.12.7	5.3	9.6.3	13.4.2	
3.12.8	6.2.2	9.6.4	13.4.3	
3.12.9	6.3	9.7	13.4.4	
3.12.10	7.1.2	9.8.2	13.4.5	
3.16	7.2.1	9.8.3	13.5	
3.17			14.1.1	

Revised 11/1/2018

****COMPLETE AND SUBMIT****

GOVERNING LAW AND VENUE

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

CERTIFICATION OF NON-COLLUSION

The bidder being sworn, disposes and says, _____

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Drug Free Workplace Certification

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT ****

DEBARRED BIDDERS/INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

COMPLETE AND SUBMIT

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF ALBANY (“ALBANY”), a municipal corporation, by _____.

WHEREAS, _____ has submitted a bid to ALBANY so as to provide _____.

NOW, THEREFORE, as an additional consideration in ALBANY awarding the bid to _____.

_____ agrees to indemnify and hold harmless ALBANY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of _____, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY’s sole negligence or willful misconduct of ALBANY. _____ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the _____ pursuant to proper corporate authority ____ day of _____, 2019.

[CORPORATE NAME]

By: _____
Title _____

Attest: _____
Title _____

[Affix Corporate Seal]

CONTRACT
Purchase, Delivery and Exchange of Chlorine and Fluoride
BID REF. 19-070

THIS AGREEMENT, made as of the _____ day of _____ 20____, by and between The City of Albany, Ga., (Party of First Part, hereinafter called the Owner) and _____, (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said Owner, for the consideration herein mentioned in his bid and under the penalty expressed in bid document, hereto attached, to furnish all equipment, tools, and materials, skill and labor of every description necessary to carry out and complete in good, firm, and substantial workmanlike manner, the specified work in strict conformity with the drawings and specifications hereinafter set forth which together with the foregoing bid made by the Contractor, the Notice to Contractors, Instructions to Bidders, General Conditions, Addenda, Special Provisions and this Agreement, shall all form essential parts of the Agreement. The work covered by this Agreement includes all work shown on drawings and specifications and listed in the attached bid.

The Owner shall pay and the Contractor shall receive the **LUMP SUM** stipulated in the Bid for **Purchase, Delivery and Exchange of Chlorine and Fluoride** as full compensation for everything furnished and done by the Contractor under this Contract. The full lump sum of \$_____ shall be paid in thirty (30) day increments in the manner and according to the terms specified in the Contract Documents, included in the Contractor's periodic estimate. If the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor, services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner, to the payment of just claims.

Contractor is required to provide acceptable proof of insurance coverage. Acceptable proofs are a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or Declaration Pages of the insurance policies listed which show the City of Albany as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia. Required Insurance Policies and Endorsements are: Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Albany as additional insured, Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles with the City of Albany as additional insured and Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions and/or cancellation. If applicable, Professional Liability in addition to above requirements, of at least **\$500,000** each claim. Proof of insurance must be submitted to the Procurement Division and approved by Risk Management prior to performance of any work.

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of the activities of contractor or based on alleged negligence of contractor, its officers, agents, or employees and contractor shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the negligence of the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quadruplicate this ____ day of _____, 20__.

CITY OF ALBANY, GA.
(Owner)

BY: _____
AUTHORIZED SIGNATURE

(Title)

(Contractor)

By: _____

(Title)

(SEAL)

(Witness)

(Witness)

**AFFIDAVIT
TO
COMPLY WITH O.C.G.A § 13-10-91**

NOTE: This particular document is to be used when contracting with corporations. Under Georgia law a corporation cannot execute an affidavit. The actual execution of the affidavit must be by a principal of the corporation.

AFFIDAVIT

Personally appeared before the undersigned, duly authorized by law to administer oaths,

_____ who being duly sworn deposes and says:

[Name of Principal of Corporation]

1.

I am a principal of _____, by virtue of my position as

[Name of Corporation]

[Name of Title--such as president or vice-president]

2.

The statements contained herein are based on my personal knowledge and I do not labor under any physical or mental difficulties. I am over 21 years of age and I understand the City of Albany will rely on the statements contained herein as a part of the City's obligations under O.C.G.A. §13-10-91. This affidavit is given in conjunction with a service contract on behalf of the City of Albany known as _____

[Name of Project]

3.

I understand that the City of Albany may not enter into a contract with

_____ unless it has registered and does participate in the Federal

[Name of Corporation]

Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit:

(2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

4.

I understand that _____ may only contract with sub consultants that
[Name of Corporation]
are registered with and participate in the Federal Work Authorization Program. I swear, under
penalty of perjury, _____ will begin work at this project only with
[Name of Corporation]
sub consultants that meet such requirements and an appropriate affidavit will be provided to City
from each sub consultant.

5.

I further understand that upon contracting with any new sub consultant,
[Name of Corporation]
must provide City with a written notice which shall include an affidavit attesting to the sub consultant's
name, address, user identification number and date of authorization to participate in the Federal Work
Authorization Program. All of this must be done within five (5) business days of entering into a contract
or agreement for hire with a new sub consultant.

6.

I swear under penalty of perjury that _____ has registered and does
[Name of Corporation]
participate in the Federal Work Authorization Program as defined in paragraph 3 above.

7.

Furthermore, I swear that the Contractor's Company E-Verify ID Number for
_____ is _____ and the date of such authorization is
[Name of Corporation] *[Insert Number]*

[Insert Date]

[Name]

Sworn to and subscribed before me
this _____ day of _____ 20__

NOTARY PUBLIC
My commission expires: _____

**AFFIDAVIT
TO
COMPLY WITH O.C.G.A § 13-10-91**

NOTE: This particular document is to be used when contracting with a business owned by individual(s). The business is not incorporated nor is it set up in any other formal structure such as a limited liability partnership.

AFFIDAVIT

Personally appeared before the undersigned, duly authorized by law to administer oaths,

_____ who being duly sworn deposes and says:

[Name of Owner(s)]

1.

I/ we are owners of _____.

[Name of Business]

business operated by the undersigned.

2.

The statements contained herein are based on my/our personal knowledge and I/we do not labor under any physical or mental difficulties. I/we am over 21 years of age and I/we understand the City of Albany will rely on the statements contained herein as a part of the City's obligations under O.C.G.A. § 13-10-91.

This affidavit is given in conjunction with a service contract on behalf of the City of Albany known as __

_____.

[Name of Project]

3.

I/we understand that pursuant to O.C.G.A. § 13-10-91 the City of Albany may not enter into a contract with me/us unless I/we has/have registered and do/does participate in the Federal Work

Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit:

(2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

4.

I/we understand that my/our business may only contract with sub consultants that are registered with and participate in the Federal Work Authorization Program. I/we swear, under penalty of perjury, that my/or business will begin work at this project only with sub consultants that meet such requirements and an appropriate affidavit will be provided to City from each sub consultant.

5.

I further understand that upon contracting with any new sub consultant, I/we must provide City with a written notice which shall include an affidavit attesting to the sub consultant's name, address, user identification number and date of authorization to participate in the Federal Work Authorization Program. All of this must be done within five (5) business days of entering into a contract or agreement for hire with a new sub consultant.

6.

I/we swear under penalty of perjury that I/we have registered and do participate in the Federal Work Authorization Program as defined in paragraph 3 above.

7.

Furthermore, I/we swear that the Firm's Company E-Verify ID Number for

_____ is _____ and the date of such authorization is
[Name of Business] *[Insert Number]*

[Insert Date]

[Name]
[Name – if more than one owner]

Sworn to and subscribed before me this
_____ day of _____ 20_____

NOTARY PUBLIC
My commission expires: _____

**SUBCONTRACTOR'S AFFIDAVIT
TO
COMPLY WITH O.C.G.A § 13-10-91**

NOTE: This particular document is to be used when Subcontracting with General Contractors. Under Georgia law a corporation cannot execute an affidavit. The actual execution of the affidavit must be by a principal of the corporation.

AFFIDAVIT

Personally appeared before the undersigned, duly authorized by law to administer oaths,

_____ who being duly sworn deposes and says:
[Name of Subcontractor]

1.

I am a principal of _____, by virtue of my position as
[Name of Subcontractor]

_____.
[Name of Title--such as president or vice-president or owner]

2.

The statements contained herein are based on my personal knowledge and I do not labor under any physical or mental difficulties. I am over 21 years of age and I understand the City of Albany will rely on the statements contained herein as a part of the City's obligations under O.C.G.A. § 13-10-91. This affidavit is given in conjunction with a construction project on behalf of the City of Albany known as _____.
[Name of Project]

3.

I understand that all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit:

(2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization

program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

4.

I swear under penalty of perjury that _____ has registered
[Name of Subcontractor]

and does participate in the Federal Work Authorization Program as defined in paragraph 3 above.

5.

Furthermore, I swear that the Contractor's Company E-Verify ID Number for

_____ is _____ and the date of such authorization is
[Name of Subcontractor] *[Insert Number]*

[Insert Date]

[Name]

Sworn to and subscribed before me
this _____ day of _____ 20____

NOTARY PUBLIC
My commission expires: _____

SAMPLE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as PRINCIPAL, and
(Name of Principal)

_____ as SURETY are held and firmly bound unto

The City Of Albany, Ga. hereinafter called the "Local Public Agency," in the penal sum of

_____ Dollars (\$_____) lawful money of the United

States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

_____, 20__, for _____
_____.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the allowable period specified, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise it is to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____ (SEAL)
(Individual Principal)

_____ (SEAL)
(Business Address, Including Zip Code)

_____ (SEAL)
(Partnership)

_____ (SEAL)
(Business Address, Including Zip Code)

Surety

By _____

Address _____

City State Zip

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located .

STATEMENT OF WORK/SPECIFICATIONS

SCOPE AND INTENT

The purchase, delivery and exchange of 150-lb liquid chlorine cylinders for disinfection of the public drinking water supply. Full cylinders will be delivered and exchanged for empty cylinders at each of the twenty-eight (28) well sites located throughout the Albany service area in Dougherty County, Georgia. **Approximately 600 units/cylinders per year delivered.**

REQUIREMENTS

Product- Liquid Chlorine, 99.9% per volume, free of iron, meeting AWWA Specifications, B301-10, or the latest revision of that standard. See copy of Technical Data Sheet of Typical Analysis for Chlorine Liquid.

CONTAINERS

- A. Liquid Chlorine shall be supplied and shipped in 150lb cylinders.
- B. Liquid Chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commission.
- C. The containers shall be filled in strict accordance with the latest edition of Pamphlet 17, "Packaging Plant Safety and Operational Guidelines," issued by the Chlorine Institute, Inc. and Section 3.0 **SPECIFICATIONS FOR INSPECTION AND REFILLING OF 150LB CYLINDERS.**
- D. All delivered Chlorine containers shall have legible tag(s) securely attached which indicate the following container history. Bidders must submit sample tag(s) with bid. In addition to standard information, the tag container history shall include the following:
 - 1. Date of the last visual inspection in accordance with current Compressed Gas Association, Inc. (CGA) standards.
 - 2. Name of valve manufacturer.
 - 3. Date the valves were reconditioned.
 - 4. Date the fuse plugs were tested and/or renewed.

SPECIFICATIONS FOR INSPECTION OF 150LB CYLINDERS

3.4.1 EXTERNAL INSPECTION

Inspect the external surfaces of the container. Any condition that would make the container unsafe is cause for rejection. It is the responsibility of the supplier to remove any such rejected container from service.

- A. Preparation for Inspection** - Rust, scale, caked paint, etc. shall be removed from the exterior surface so the surface, including the bottom, is clearly visible.
- B. Corrosion**

- 1. A cylinder shall be condemned when the tare weight is less than 90% of the original stamped tare weight.
- 2. NOTE: Ensure that the cylinder is empty of all liquid, scale, etc. before weighing.
- 3. A cylinder shall be condemned when the wall area in an area having isolated pitting is less than one-third the original wall thickness. Refer to the most current version of the CGA Pamphlet No. C-6 for evaluation of isolated pitting and minimum allowable wall thickness.
- 4. A cylinder shall be condemned when line or crevice corrosion is 3" or more in length and the wall is less than three-fourths of the original wall thickness. Refer to the current version of CGA Pamphlet No. C-6 for evaluation of Crevice or line corrosion

5. A cylinder shall be condemned when crevice or line corrosion is less than 3" and the wall is less than one-half of the original wall thickness. Refer to the current version of CGA Pamphlet No. C-6 for evaluation of crevice corrosion.
 6. A cylinder shall be condemned when the wall in an area of general corrosion is less than one-half of the original wall thickness. Refer to the current version of CGA Pamphlet No. C-6 for evaluation of general corrosion.
- C. Dents Outside Welds-** If the dented area does not include any part of the weld, the following formula shall be used to determine if the cylinder is to be rejected or passed.
1. Formula:
 - a. Measure the length and width of the dent.
 - b. Use the larger of the two measurements.
 - c. Multiply this measurement by 0.1".
 - d. If the dent is deeper than the answer in Step C, the cylinder is to be rejected.
 - e. If the dent is less than the answer in Step C, the cylinder passes.
- D. Dents Containing Welds** - If the dented area contains any part of a weld, the maximum allowable depth of the dent is 0.25". This is best determined by laying a straight edge across the dent and measuring the distance from the bottom of the straight edge to the deepest part of the dent.
- E. Cuts, Gouges or Dips** - Cuts, gouges or dips reduce the wall thickness of the cylinder and increases stress on the wall. There are two sets of maximum depth limits that determine if a cylinder is condemned or not. One set is for cuts, gouges or dips that are less than 3" in length and one set for those 3" or NOTE: If the length of the cut, gouge or dig is over 3", the maximum allowable depth is cut in half.
- F. Fire Damage-** The cylinder shall be inspected for fire damage which can normally be identified by:
1. Charred paint,
 2. Burned, discolored, or melted metal
 3. Melted fusible plugs
 4. Burned or melted valve
 5. Bulged cylinder
- NOTE: If any of these conditions exist, the cylinder is to be rejected.
- G. Bulges** - Cylinders are manufactured with a symmetrical shape. Any cylinder which has a definite, visible bulge shall be rejected.

INTERNAL INSPECTION

Inspect the internal surfaces of the container. Any condition that would make the container unsafe is cause for rejection. It is the responsibility of the supplier to remove any such rejected container from service.

- A. Lighting** -An inspection light of sufficient intensity to clearly illuminate the interior walls shall be used for all internal inspections.
- B. Corrosion**
1. A cylinder shall be condemned when the wall area in the area having isolated pitting is less than one-third the original wall thickness. Refer to the most current version of the CGA Pamphlet No. C-6 for evaluation of isolated pitting and minimum allowable wall thickness.
 2. A cylinder shall be condemned when line or crevice corrosion is 3" or more in length and the wall is less than three-fourths of the original wall thickness. Refer to the current version of CGA Pamphlet No. C-6 for evaluation of crevice or line corrosion.
 3. A cylinder shall be condemned when line or crevice corrosion is less than 3" and the wall is less than half of the original wall thickness. Refer to the current version of CGA Pamphlet No. C-6 for evaluation of crevice or line corrosion.
 4. A cylinder shall be condemned when the wall in an area of general corrosion is less than half of the original wall thickness. Refer to the current version of CGA Pamphlet No. C-6 for evaluation of general corrosion.

C. Contamination - If the internal inspection shows scale, wetness, residues, or other types of foreign matter, the cylinder is to be rejected. Additionally, certain deep red, orange, or black colorings on the cylinder wall will be cause for rejection.

D. Head-ring - Inspect the head-ring for cracks and damaged threads that would prevent the proper seating of the valve cover that protects the valve. Inspect the internal neck threads. At least five good threads must be present. Damaged threads include:

1. Missing threads
2. Broken and nicked threads
3. Corroded threads
4. Flattened threads
5. Cross threads

If any of these conditions exist, the cylinder is to be rejected or repaired before filling.

SPECIFICATIONS FOR VALVES

A new or rebuilt valve **must** be installed prior to filling any cylinder.

The following is required when a rebuilt is used:

1. **Disassemble Valve** - Upon dismantling valve, throw away all packing material. Inspect each part for damage and remove any unusable parts from service, including lead washers from valve outlet. Separate each part into segregated groups for cleaning and reuse. Inspect all parts for any wet residue, such as, oil, grease, or moisture. Wipe off all parts to ensure a dry surface to properly prepare for blast equipment.
2. **Tumble Blasting-** Use size 140 mesh glass beads. Blast stems, packing nuts, packing glands and outlet caps.
3. **Blasting Valve Bodies** - Place valve bodies in cabinet to be blast-treated with abrasive media. Blast inside of valve body first. **Do not blast fusible plug directly.** Due to the material content, it is recommended that abrasive cleaning be done around the fusible plug. Place valve body on stand and complete blasting of exterior.

VALVE INSPECTION

Inspect valve bodies and parts for cleanliness, damage, wear, and corrosion. Include in the inspection, all external and internal valve and gasket sealing surfaces.

- A. Valve Body (Outside)** - All threads (outlet, packing nut, inlet) should be in proper operating condition, free of corrosion, with no etches across threads and no evidence of cross-threading. All numbers should be legible, e.g. valve number. The face of valve outlet should be smooth and of proper size. Inner diameter of valve outlet should be smooth and of proper size. The outlet hole should be clean and open. The 1/8-inch fusible plug for cylinder valves should be in place with no less than two threads showing. Fusible metal should be smooth with the surface of the plug and not protruding. The metal should also be free of pinholes. The head of hexagonal fusible plug should not be rounded.
- B. Valve Body (Inside)** - The packing housing should be smooth and free of corrosion and build up. The inner threads for housing valve stem should be sharp and shallow free of any obstructions that may inhibit proper seating of valve stem. The stem seat should be smooth and free of any obstructions. Outer diameter to inner diameter of seat should be angled as specified. The valve inlet opening should be of proper design and condition to ensure adequate flow of material from cylinder or ton container to the valve outlet.
- C. Valve Stem-** The top should be square and not rounded. The body should be reasonably round and of the same diameter, free of etching and not bent in any way. The threads should

be sharp and shallow and show no visible signs of extended wear and/or abuse. The seat point should be smooth and not deformed in any way.

- D. Packing Gland (Top)** - The top packing gland should not be brittle in any way. The bottom of the gland should be smooth with a light concavity to the inner diameter and be free of cracks and corrosion. The top of the gland should have a smooth squared lip
- E. Packing Gland (Bottom)** -The bottom packing gland should be smooth and free of corrosion and have no cracks or signs of brittleness. The packing side should be concave from outer diameter to inner diameter.
- F. Packing Nut-** The packing nut should be standard shape (hexagonal) with no visible signs of cracks. Edges should not be rounded to ensure proper adjustment of packing with a standard chlorine valve wrench.
- G. Outlet Cap-** The outlet caps should be free of corrosion, of standard size and shape, and show no signs of cracks. Re-blast or replace as necessary.

VALVE ASSEMBLY

- A.** Assemble valves from parts that are in good condition. Add one new piece of packing as defined in the first section of this procedure. Seal the stem to the valve body seat by tightening with a standard chlorine wrench.
- B.** Tighten valve stem that contains packing to approximately 30 foot/pounds using pre-set torque wrench.
- C.** Tighten packing nut using pre-set torque wrench to 45 pounds for Teflon packing.

VALVE TESTING

Check valve seat for leaks by connecting the inlet end of the valve to a source of Carbon Dioxide with the pressure regulated to approximately 500 psi. Check for leaks through the seat, packing nut and fuse plug if included in valve. Correct any leaks.

PROTECTIVE COATING

Apply a protective coating of clear acrylic or lacquer spray to the valve assembly, e.g. DAP Derusto clear acrylic.

INSTALLATION OF NEW VALVES

- C.** Install the valve hand tight to determine if at least 6, but no more than 10, threads visible. If at least six, but no more than 10 threads, are visible, remove the valve and apply Teflon paste to the second, third and fourth threads from the bottom. Do not apply paste to the first thread. This thread can project into the cylinder and the paste could contaminate the contents. Place outlet cap on valve outlet threads. Insert the cylinder into the valve machine and secure with vise chain. Turn the power on and tighten to the current calibrated amp reading.
- B.** Paint the top of neck-ring with red primer. Apply lubricant to neck-ring threads.

SPECIFICATIONS FOR FILLING of 150lb CYLINDERS

- A.** Inspect the external surfaces of the container. Any condition that would make the container unsafe is cause for rejection. It is the responsibility of the supplier to remove any such rejected container from the filling process. Some conditions are:
- B.** Out-of-test dated containers requiring requalification.
- C.** Damaged foot-ring or chime.
- D.** Non-legible markings.
- E.** Valve thread engagement too much or too little.
- F.** Minimum thread engaged and three threads above valve opening.
- G.** Place the container on the scale and compare the tare weight stamped on the container with that of the scale reading. Set aside any container that has a 10% or greater gain or loss.

NOTE: Refer to Chlorine Institute Pamphlet No. 17, Section 3.5.1, *Initial Tare Weight Check*. Mark the tare weight shown on the scale on the container neck area with a pencil.

- H. Connect the flexible line to the container valve using a yoke and adapter connection. Both the valve and adapter mating surface should be inspected, and a sound gasket applied to prevent potential leaks. With the connection in place, open the valve one full-turn, then read the weight shown on the scale and mark this weight above the previous marked tare weight.
- I. While evacuating, record the serial number, ownership symbol, stamped tare weight, last retest date.
- J. With the evacuation (sniff) valve closed, open the liquid fill manifold valve and begin the filling process. Check for leaks using the designated solution. Aqua Ammonia 29% solution fumes are used in a squeeze bottle to check leaks in Chlorine containers. NOTE: If a leak occurs contain the leak and evacuate the cylinder. DO NOT ATTEMPT TO TIGHTEN VALVE BODY OR FUSE PLUG. Prior to tightening a packing nut ensure the cylinder valve is closed.
- K. Fill the container to the desired net content and close the liquid filling valve on the manifold. It is desirable to overfill containers and evacuate back to the net content to remove non-condensable gases trapped in containers.
- L. Open the manifold evacuation valve and vent excess overfill to the desired net contents. Close the container valve immediately. With the container valve closed, read the evacuation line gauge. If showing a vacuum, disconnect the flexible filling and evacuation connection.

APPLICABLE PUBLICATIONS AND TERMINOLOGY

- Publications- AWWA Specifications, B301-10
- Technical Data Sheet of Typical Analysis for Chlorine Liquid

PREPARATION AND DELIVERY

- A. The City of Albany will have a certified Operator escort the driver to each location.
- B. Vendors must assure that delivery trucks will be staffed and equipped as follows.
 - (1) A capable driver trained in the proper handling of chlorine containers and the use and operation of equipment including CDL Driver's License with Hazmat Endorsement and Tanker endorsement.
 - (2) Delivery vehicle must be **sized to access all sites**, equipped with proper stability racks, and meet DOT Hazardous Materials Transportation Guidelines and Placards required per 49 CFR.
 - (3) Self-contained breathing apparatus.
 - (4) Repair kit(s) for use on 150 lb. cylinders.
 - (5) Three (3) copies of the material safety data sheets shall accompany each shipment.
- C. **Delivery shall be made to, but not limited to, the following water well locations:**
- D. The City will submit to the vendor, via email, each request for delivery of chlorine cylinders. The request will include the location or well identification number and the number of cylinders to be delivered to each location. The City will attempt to maximize the number of cylinders delivered in each request; however, the Vendor must be willing to deliver a minimum of one cylinder per site if required.
- E. Delivery of cylinders will consist of moving older cylinders to the front of the rack and the removal of all empty cylinders.
- F. Standard delivery will be no more than 3 days from the order date.
- G. Emergency deliveries must be made within 24 hours.

TECHNICAL EXHIBITS

Technical Data Sheet of Typical Analysis for Chlorine Liquid

COMPONENT	TYPICAL
Chlorine as Cb	99.9% by volume

Oxygen as O ₂	0.015% by
Carbon Dioxide as CO ₂	0.080% by
Carbon Monoxide as CO	0.0030% by
Nitrogen as N ₂	0.04% by volume
Carbonyl Chloride as COCl ₂	0.005% by volume
Sulfate as SO ₄	0.005% by weight
Moisture as H ₂ O	.0060% by weight
Nonvolatile Matter (N VM) at 40 degrees Celsius	0.002% by weight

Bidder shall comply with all aspects of **Section 3. Specifications for Inspection and Refilling of 150lb Cylinders**. In addition, bidder shall identify the actual facility where the cylinders will be refilled on the bid sheet. This facility shall be agreeable to a no-notice visit by a representative of the City of Albany to observe that all of the procedures outlined in the specifications are being followed.

STATEMENT OF WORK/SPECIFICATIONS

HYDROFLUOROSILICIC ACID (HFS)

SCOPE

The purpose of this solicitation is to establish a contract for the purchase of Hydrofluosilicic Acid (HFS) for fluoridation of the Water Utility's potable water supply. Approximately 10,000 gallons per year delivered.

PRODUCT STANDARDS

The HFS delivered under this contract shall be a minimum of 23% as H₂SiF₆ with a specific gravity ranging from 1.19- 1.22. The Supplier shall quote a single price per gallon for a solution that is a minimum of 23%. Adjusted pricing for solutions stronger than the minimum will not be accepted.

At minimum, the HFS shall conform to all requirements of AWWA B-703-11. In addition, product delivered under this contract shall have a "water white" appearance and must have less than 10 units of color, which exceeds the AWWA color standard. Colored product will not be accepted and the delivery shall be rejected. To assure that there is no contamination in the HFS, the final product will be filtered through a 1-micron filter. The Supplier shall be prepared to provide the Utility with a sample prior to offloading to ensure compliance with this specification.

The HFS delivered under this contract shall have less than .01 Heavy Metals expressed as "%as Pb". In addition, it shall be no more than .0005% arsenic (5 ppm). The Utility reserves the right to test the delivered product for heavy metals and arsenic based on a sample pulled from the delivery container with a third party laboratory. In the event the third party sample levels are higher than specified, the Supplier shall pump out all of the HFS from the storage tanks within 48 hours of notification and replace the HFS with a compliant product within 72 hours.

The HFS shall be certified by a third party ANSI accredited agency to meet all of the requirements of ANSI/NSF Standard 60 for Drinking Water. In addition, the product shall be delivered directly to each of the customer's tanks with no break in the chain of custody. Bidder shall state how the delivery will be done in order to protect the chain of custody.

SUPPLIER SUPPORT

The Supplier must be able to direct fill storage tanks on a routine delivery to each well site and be able to deliver a minimum of 50 gallons and a maximum of 500 gallons, if necessary. Normal deliveries shall take place within three (3) business days from receipt of order and emergency deliveries shall be made within 24 hours of notification that the emergency exists. There shall be no extra charge for emergency deliveries.

The Supplier will make deliveries between the business hours of 8:00 AM and 3:00 PM, Monday through Friday and be able to make emergency deliveries afterhours, weekends and holidays when needed.

The Supplier shall be responsible for any spills resulting from failure of its delivery equipment. The Supplier will provide an Account Manager who possesses the knowledge and experience to

assist the department with technical information regarding the general operation of a fluoridation system. The Contact must visit the treatment plants at a minimum of two (2) times per year to coordinate safety, delivery, training, trouble shooting, inspection of tanks and evaluation of the complete fluoridation process.

The Supplier must be able to provide bulk tanks in an emergency event if current bulk storage tanks need to be repaired or replaced. The Supplier also must have the capabilities of responding to emergencies such as leaks of storage tanks, piping etc. and have either a licensed plumbing or general contractor with prior experience with chemical tanks and plumbing, when and if called on by the utility.

- The Supplier shall provide an affidavit that the HFS furnished comply with applicable requirements of AWWA B-703-11.
- Name, address, contact information, and resume of Supplier's local Account Manager to facilitate emergency response.
- Documentation of ANSI/NSF Standard 60 for Drinking Water certification for manufacturer, distributor and delivering party.
- References where the Supplier delivers or has delivered HFS over the past five years. Must include the name, title and phone number of individual who can attest to Supplier's reliability, quality of product, safety record and service. All references must be either water treatment supervisors, superintendents, managers or directors. Purchasing agents shall not be considered as a reference. References should be utilities that are operating a fluoridation system similar in size and scope.