



August 13, 2019

TO: All Potential Bidders
SUBJECT: Polymer Flocculants
Bid Ref. #20-001

ADDENDUM NO. 1

The items contained in this addendum are added to and/or deleted and become part of the specifications and bid documents for the above referenced Invitation to Bid.

Note: Revised Dates

PRE-BID TESTING: If a bidder proposes using an equivalent product, that polymer must pass a Pre-Bid Qualifying Jar Test no later than **5:00 p.m. on FRIDAY, AUGUST 23, 2019**. The Point of Contact to schedule Pre-Bid Testing is Anthony Griffis, WPC Plant Manager, main number 229-302-1800.

BID OPENING DATE & TIME: **August 29, 2019 at 2:30 p.m.**

Tina Strassenberg
Tina Strassenberg, Buyer

CENTRAL SERVICES

CITY OF ALBANY, GA Central Services – Procurement 222 Pine Avenue – Suite 260 Albany, GA 31702-0447		<h1 style="color: red;">INVITATION TO BID</h1> <p style="color: red;">~THIS IS NOT AN ORDER~</p>	
PHONE (229) 431-3211 FAX (229) 431-2184	DATE: 07/02/2019	BID REF#: 20-001	
SALES TAX #047-10727-1 FED. EXEMPTION #58-6000504	REQUESTING DEPARTMENT: WASTE WATER TREATMENT	DELIVER ORDERS TO: 2726 JOSHUA STREET	
BUYER: Tina Strassenberg	YVETTE FIELDS, Director <i>Yvette Fields</i>		
SEALED BID: Bids must be delivered hard copy via postal service or other conveyance.	BIDS MUST BE RECEIVED IN THE PROCUREMENT OFFICE NO LATER THAN: <b style="color: red;">THURSDAY, AUGUST 15, 2019 @ 2:30 PM		
REQUIRED ELEMENTS			
x	PRICES FIRM FOR ONE YEAR		
x	ATTACH SPECIFICATIONS		
BID SEPARATELY ON EACH ITEM STATE DELIVERY OR LEAD TIME REQUIRED (AFTER RECEIPT OF ORDER) FOR EACH ITEM. QUOTE ALL PRICES F.O.B. ALBANY, GA. FREIGHT PREPAID AND INCLUDED IN PRICE.			
SPECIFICATIONS			
The City of Albany is soliciting bids for Polymer Flocculants, for use in the Waste Water Treatment Plant. <ul style="list-style-type: none"> Polymer must be PT-1128 CT, IC-7268, or equivalent in bulk. PRE-BID TESTING: If a bid proposes using an equivalent product, that polymer must pass a Pre-Bid Qualifying Jar Test no later than 5:00 p.m. on FRIDAY, AUGUST 9, 2019. The Pre-Bid Qualifying Jar Test must be performed at the Joshua Street Plant, with actual plant sludge, and in the presence of the Plant Manager or his designee. POST-BID TESTING: If the lowest responsive bid proposes use of an equivalent product, that bidder will supply a full 55-gallon drum of the proposed product, to be paid for at the bid price, for Post-Bid Testing. The Post-Bid Testing must be performed at the Joshua Street Plant, under actual operating conditions to assure satisfactory performance in the field. The Plant Manager will make the final determination of the suitability of any proposed equivalent product. If the contract is awarded to a bid which proposes using an equivalent product, that bidder is responsible for cleaning tank, feed lines and pump prior to delivery to avoid contamination. Should the low bid equivalent product fail to perform satisfactorily in the Post-Bid Testing, the next low bid will be considered. Tank size is 10,000 gallons. <p>The contract term will be for one (1) year, with no more than two (2) optional 12-month renewals. The City will consider changes in service and/or pricing when deciding whether to exercise their option to renew. Price increases for potential renewals should not exceed the most current Consumer Price Index rate for Southern B/C cities without just cause and City departmental recommendation.</p>			
<i>Quantities listed below are estimates, and are used primarily for the purpose of determining unit price and evaluating the quote; Actual Usage May Vary.</i>			
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
18,000 Gallons	Polymer Flocculants; PT-1128 CT, IC-7268, or equivalent in bulk	\$	\$
SIGNATURE			
FEDERAL TAX ID #	FIRM NAME	PHONE#	
Check if New Address <input type="checkbox"/>	ADDRESS	FAX#	
TERM DISCOUNT: NET days %	CITY/STATE/ZIP	EMAIL	
*Please attach business card	*SIGNATURE REQUIRED		<small>*PLEASE INCLUDE EMAIL TO RECEIVE A COPY OF BID TABULATION</small>
PURCHASING FORM#12 2019 REV.	<i>This Bid Must Be Signed By Authorized Representative.</i>		

For Proper Consideration Please Bid On This Form.

**CITY OF ALBANY
PROCUREMENT DIVISION
CENTRAL SERVICES DEPARTMENT
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/County 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. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
4. All requested information should be included in bid envelope. All desired information must be **signed** and included for your bid to receive full consideration. **Failure to submit any required form will be cause for bid to be rejected as non-responsive.**
5. All questions, inquiries and requests for clarification shall be directed to Procurement.
6. 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 or County.
7. Quote all prices F.O.B. Albany or our warehouse or as specified in bid documents.
8. Each bid or proposal shall be clearly marked on the outside of the envelope as a Sealed Bid.
9. Bid must be received and stamped by the Procurement Office before time stipulated in bid documents. No responsibility will attach to any City representative or employee for premature opening of bid not properly addressed or identified.
10. 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.
11. Bids received late will not be accepted, and the City will not be responsible for late mail delivery.
12. Should a bid be misplaced by the City and found later it will be considered.
13. Bids requiring bid bonds **will not** be read or considered if bond is not enclosed. 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.
14. All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise 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.
15. 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).
16. 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.
17. 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.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. 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 vendor must not assume that such estimated quantity is part of the contract.
20. 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.

21. 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.
22. 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 prosecution of the same.
23. 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 or County.
24. Unless otherwise specified by the procurement officer all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification or exception noted on bid sheet.
25. 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/County 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.
26. 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.
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/County.
28. The City reserves the right to waive any minor discrepancies, reject any or all bids, and to purchase any part, all or none of the services, materials, supplies or equipment specified.
29. Failure of the bidder to sign the bid 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 must be written in ink.
30. 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.
31. 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.
32. 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.
33. 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.
34. No vendor writing restrictive specifications for the City/County will be allowed to bid on the project.
35. Contracts may be cancelled by the City/County with or without cause with 30-day written notice.
36. **All 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.**
37. **All bidders should provide their tax identification number with the bid.**
38. 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.**
39. The contractor 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.
40. **Prior to submitting bid, check website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any subsequent addendums.**

*****Complete and Submit*****

CERTIFICATION OF NON-COLLUSION

The Contractor certifies by submitting that it 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.

AUTHORIZED SIGNATURE

COMPANY NAME

DATE

*****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.

AUTHORIZED SIGNATURE

COMPANY NAME

DATE