



September 26, 2024

**Addendum No. 1
BL116-24**

Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract.

The following addition/changes modify the Bid No. BL116-24 "Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract" Contract Documents, dated September 2024, as first advertised on September 25, 2024.

I. Modifications:

M1. Please replace the paragraph included in Section I. Scope on page 3 of the bid invitation with the following:
**Existing contracts are in place for products included in this bid. At the discretion of Gwinnett County, contract orders for a given product under this contract will not commence until the existing contract or contract renewal period expires per the table below: Items #1-2, 4-12, 14-17 are currently on BL097-22, this contract expires on December 03, 2024. Items #3 and 13A are currently on BL137-22, this contract expires on December 12, 2024. Items #18 is currently on BL025-23, this contract expires on December 03, 2024.*

II. Questions:

Q1. Please provide the current bid tabulations for BL097-22, BL137-22, and BL025-23.

A1. Please see attachment A1 through A3.

Q2. Please provide the certificate of analysis or a certified analysis of the product from BL025-23.

A2. Please see attachment A4.

Q3. Will Gwinnett County consider including Magnesium Hydroxide?

A3. No, Magnesium Hydroxide will remain a separate annual contract (currently BL080-22).

Q4. Please provide the INV and Addenda for BL025-23, BL097-22, BL137-22

A4. Please see attachments A5 through A7. Please note that these attachments are for reference only and do not apply to this solicitation.

Q5. Item 2 on page 10 "Calcium Hypochlorite – Dry – 100lb buckets". Is this specifically for granular product or will calcium hypochlorite tablets be accepted?

A5. This is specifically for a granular product and tablets will not be accepted.

Q6. Inasmuch as we are bidding on, and potentially supplying, chemical PRODUCTS only, and will not be functioning as a contractor that provides SERVICES, nor will we have any subcontractors engaged to provide SERVICES to Gwinnet County, we question the validity of requiring vendors for this particular municipal bid proposal to submit proof of immigration compliance with the Illegal Immigration Reform Enhancement for 2013, or any other Federal verification program – such as E-verify. Therefore, please confirm that it is agreed a signed copy of page 36 in the attached solicitation – "CONTRACTOR AFFIDAVIT AND AGREEMENT" should not, and shall not, be a requirement for vendors bidding on and supplying chemical PRODUCTS to Gwinnett County, as indicated in the State of Georgia approved vendor bidding process.

A6. The Contractor Affidavit and Agreement (Everify) is required to be submitted by awarded vendor(s) since there is a requirement specified in the invitation to bid for technical services and some chemicals require maintenance services.

III. Attachments:

- A1. BL097-22 Tabulation (Current term 12/04/23 through 12/03/24)
- A2. BL137-22 Tabulation (Current term 06/13/24 through 12/12/24)
- A3. BL025-23 Tabulation (Current term 06/04/24 through 12/03/24)
- A4. Certificate of Analysis from BL025-23.
- A5. BL097-22 Invitation and Addenda 1-4
- A6. BL137-22 Invitation and Addendum 1
- A7. BL025-23 Invitation and Addendum 1

Acknowledge receipt of this addendum on the firm information page of the request for proposal.

Sincerely,
Brittany Bryant, CPPB
Purchasing Associate III

BL097-22
 Purchase of Water Treatment and Water Reclamation Chemicals on
 an Annual Contract
 Department of Water Resources

ITEM #	DESCRIPTION	APPROX. QTY		Airgas USA, LLC (L)			Brenntag Mid-South, Inc. (OC)			C&S Chemicals (OC)			Carus, LLC (OS)		
				UNIT PRICE 2023-2024	TOTAL PRICE	Renewal Option 2	UNIT PRICE 2023-2024	TOTAL PRICE	Renewal Option 2	UNIT PRICE 2023-2024	TOTAL PRICE	Renewal Option 2	UNIT PRICE 2023-2024	TOTAL PRICE	Renewal Option 2
1	Liquid Sodium Hydroxide - Caustic Soda Bulk Solution	340,500	Gal	N/B	N/B		\$1.93	\$657,165.00	TBD	N/B	N/B		N/B	N/B	
2	Calcium Hypochlorite Dry Product in 100 Pound Buckets	450	100 Lbs. Bucket	N/B	N/B		\$267.00	\$120,150.00	TBD	N/B	N/B		N/B	N/B	
3	Chlorine - Liquid in Standard DOT One Ton Containers - REJECTED	450	Ton	N/B	N/B		N/R	N/R		N/B	N/B		N/B	N/B	
4	Phosphate Corrosion Inhibitor Bulk Solution	110,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B		\$10.35	\$1,138,500.00	0-50% Increase
5	Fluorosilicic Acid Bulk Solution	76,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
6A	30% Liquid Calcium Hydroxide - Lime Slurry Bulk Slurry	296,000	100 Wet Lbs.	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
6B	35% Liquid Calcium Hydroxide - Lime Slurry Bulk Slurry	185,000	100 Wet Lbs.	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
7	Liquid Ferric Sulfate Solution in 275 Gallon Totes	100	275-Gal Tote	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
8	Liquid Ferric Chloride - Bulk Solution	33,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
9	Liquid Oxygen - LOX Bulk Liquid	1,130,000	100 Cubic Ft	\$0.42	\$4,746.00	5% Increase	N/B	N/B		N/B	N/B		N/B	N/B	
9a	Non-Emergency Labor Equipment Maintenance Per Person, Business Hours (7am-4pm, M-F)	16	Hr	\$125.00	\$2,000.00	0%	N/B	N/B		N/B	N/B		N/B	N/B	
9b	Non-Emergency Labor Equipment Maintenance Per Person, Non-Business Hours	16	Hr	\$125.00	\$2,000.00	0%	N/B	N/B		N/B	N/B		N/B	N/B	
9c	Emergency Labor Equipment Maintenance Per Person, Business Hours (7am-4pm, M-F)	16	Hr	\$175.00	\$2,800.00	0%	N/B	N/B		N/B	N/B		N/B	N/B	
9d	Emergency Labor Equipment Maintenance Per Person, Non-Business Hours	16	Hr	\$175.00	\$2,800.00	0%	N/B	N/B		N/B	N/B		N/B	N/B	
10	Liquid Nitrogen Bulk Liquid	27,000	L	\$0.15	\$4,151.25	5% Increase	N/B	N/B		N/B	N/B		N/B	N/B	
10a	Non-Emergency Labor Equipment Maintenance Per Person, Business Hours (7am-4pm, M-F)	16	Hr	\$125.00	\$2,000.00	0%	N/B	N/B		N/B	N/B		N/B	N/B	
10b	Non-Emergency Labor Equipment Maintenance Per Person, Non-Business Hours	16	Hr	\$125.00	\$2,000.00	0%	N/B	N/B		N/B	N/B		N/B	N/B	
10c	Emergency Labor Equipment Maintenance Per Person, Business Hours (7am-4pm, M-F)	16	Hr	\$175.00	\$2,800.00	0%	N/B	N/B		N/B	N/B		N/B	N/B	
10d	Emergency Labor Equipment Maintenance Per Person, Non-Business Hours	16	Hr	\$175.00	\$2,800.00	0%	N/B	N/B		N/B	N/B		N/B	N/B	
10e	Parts, Material and Equipment, Percentage Charge Above Cost (Not to Exceed 15% of Actual Costs)	\$15,000.00		15%	\$17,250.00	0%	N/B	N/B		N/B	N/B		N/B	N/B	
11	Calcium Oxide - Quicklime Bulk Dry Product	1,800	Ton	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
12	Aluminum Sulfate - Liquid Alum Bulk Solution	1,585,000	Gal	N/B	N/B		N/B	N/B		\$0.97	\$1,537,450.00	0-15% Increase	N/B	N/B	
13A	Sodium Hypochlorite - bulk liquid 12.5% Bulk Solution - REJECTED	321,000	Gal	N/B	N/B		N/R	N/R		N/B	N/B		N/B	N/B	
13B	Sodium Hypochlorite - tote liquid 12.5% Solution in 275 Gallon Totes	15	275-Gal Tote	N/B	N/B		N/R	N/R		N/B	N/B		N/B	N/B	
14A	Citric Acid Based Cleaner - Bulk Solution	112,000	Gal	N/B	N/B		\$8.77	\$982,464.00	TBD	N/B	N/B		N/B	N/B	
14B	Citric Acid Based Cleaner - Solution in 275 Gallon Totes	10	275-Gal Tote	N/B	N/B		\$3,473.33	\$34,733.30	TBD	N/B	N/B		N/B	N/B	
15	Hydrochloric Acid - 32% Solution in 275 Gallon Totes	19	275-Gal Tote	N/B	N/B		\$1,039.50	\$19,750.50	TBD	N/B	N/B		N/B	N/B	
16A	Oxalic Acid Solution, Bulk Solution	20,000	Gal	N/B	N/B		\$3.35	\$67,000.00	TBD	N/B	N/B		N/B	N/B	
16B	Oxalic Acid Solution, Solution in 275 Gallon Totes	70	275-Gal Tote	N/B	N/B		\$1,508.38	\$105,586.60	TBD	N/B	N/B		N/B	N/B	
17	Sodium Aluminate Solution in 330 Gallon Totes	10	330-Gal Tote	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
18	Magnesium Chloride Bulk Solution REJECTED	50,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
Total				\$45,347.25			\$1,986,849.40			\$1,537,450.00			\$1,138,500.00		

BL097-22
 Purchase of Water Treatment and Water Reclamation Chemicals on
 an Annual Contract
 Department of Water Resources

ITEM #	DESCRIPTION	APPROX. QTY		Cheney Lime & Cement Company, Inc. (OS)			Leslie's Poolmart, Inc. (L)			Polytec, Inc. (OS)			PVS Technologies, Inc. (OS)		
				UNIT PRICE 2023-2024	TOTAL PRICE	Renewal Option 2	UNIT PRICE 2023-2024	TOTAL PRICE	Renewal Option 2	UNIT PRICE 2023- 2024	TOTAL PRICE	Renewal Option 2	UNIT PRICE 2023- 2024	TOTAL PRICE	Renewal Option 2
1	Liquid Sodium Hydroxide - Caustic Soda Bulk Solution	340,500	Gal	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
2	Calcium Hypochlorite Dry Product in 100 Pound Buckets	450	100 Lbs. Bucket	N/B	N/B		\$241.49	\$108,670.28	5% Increase	N/B	N/B		N/B	N/B	
3	Chlorine - Liquid in Standard DOT One Ton Containers - REJECTED	450	Ton	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
4	Phosphate Corrosion Inhibitor Bulk Solution	110,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
5	Fluorosilicic Acid Bulk Solution	76,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
6A	30% Liquid Calcium Hydroxide - Lime Slurry Bulk Slurry	296,000	100 Wet Lbs.	N/B	N/B		N/B	N/B		\$6.82	\$2,018,720.00	3-20% Increase	N/B	N/B	
6B	35% Liquid Calcium Hydroxide - Lime Slurry Bulk Slurry	185,000	100 Wet Lbs.	N/B	N/B		N/B	N/B		\$7.92	\$1,465,200.00	3-20% Increase	N/B	N/B	
7	Liquid Ferric Sulfate Solution in 275 Gallon Totes	100	275-Gal Tote	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
8	Liquid Ferric Chloride - Bulk Solution	33,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B		\$2.71	\$89,298.00	0-60% Increase
9	Liquid Oxygen - LOX Bulk Liquid	1,130,000	100 Cubic Ft	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
9a	Non-Emergency Labor Equipment Maintenance Per Person, Business Hours (7am-4pm, M-F)	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
9b	Non-Emergency Labor Equipment Maintenance Per Person, Non-Business Hours	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
9c	Emergency Labor Equipment Maintenance Per Person, Business Hours (7am-4pm, M-F)	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
9d	Emergency Labor Equipment Maintenance Per Person, Non-Business Hours	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
10	Liquid Nitrogen Bulk Liquid	27,000	L	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
10a	Non-Emergency Labor Equipment Maintenance Per Person, Business Hours (7am-4pm, M-F)	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
10b	Non-Emergency Labor Equipment Maintenance Per Person, Non-Business Hours	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
10c	Emergency Labor Equipment Maintenance Per Person, Business Hours (7am-4pm, M-F)	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
10d	Emergency Labor Equipment Maintenance Per Person, Non-Business Hours	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
10e	Parts, Material and Equipment, Percentage Charge Above Cost (Not to Exceed 15% of Actual Costs)	\$15,000.00		N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
11	Calcium Oxide - Quicklime Bulk Dry Product	1,800	Ton	\$304.75	\$548,550.00	8-15% Increase	N/B	N/B		N/B	N/B		N/B	N/B	
12	Aluminum Sulfate - Liquid Alum Bulk Solution	1,585,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
13A	Sodium Hypochlorite - bulk liquid 12.5% Bulk Solution - REJECTED	321,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
13B	Sodium Hypochlorite - tote liquid 12.5% Solution in 275 Gallon Totes	15	275-Gal Tote	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
14A	Citric Acid Based Cleaner - Bulk Solution	112,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
14B	Citric Acid Based Cleaner - Solution in 275 Gallon Totes	10	275-Gal Tote	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
15	Hydrochloric Acid - 32% Solution in 275 Gallon Totes	19	275-Gal Tote	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
16A	Oxalic Acid Solution, Bulk Solution	20,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
16B	Oxalic Acid Solution, Solution in 275 Gallon Totes	70	275-Gal Tote	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
17	Sodium Aluminate Solution in 330 Gallon Totes	10	330-Gal Tote	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
18	Magnesium Chloride Bulk Solution REJECTED	50,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B		N/B	N/B	
Total				\$548,550.00			\$108,670.28			\$3,483,920.00			\$89,298.00		

BL097-22
 Purchase of Water Treatment and Water Reclamation Chemicals on
 an Annual Contract
 Department of Water Resources

ITEM #	DESCRIPTION	APPROX. QTY		The Dycho Company, Inc. (OS)			Thornton, Musso, and Bellemin, Inc. (OS)			Univar Solutions USA, Inc. (L)		
				UNIT PRICE 2023-2024	TOTAL PRICE	Renewal Option 2	UNIT PRICE 2023-2024	TOTAL PRICE	Renewal Option 2	UNIT PRICE 2023-2024	TOTAL PRICE	Renewal Option 2
1	Liquid Sodium Hydroxide - Caustic Soda Bulk Solution	340,500	Gal	N/B	N/B		N/B	N/B		\$2.02	\$689,308.20	3-5% Increase
2	Calcium Hypochlorite Dry Product in 100 Pound Buckets	450	100 Lbs. Bucket	N/B	N/B		N/B	N/B		N/B	N/B	
3	Chlorine - Liquid in Standard DOT One Ton Containers - REJECTED	450	Ton	N/B	N/B		N/B	N/B		N/B	N/B	
4	Phosphate Corrosion Inhibitor Bulk Solution	110,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B	
5	Fluorosilicic Acid Bulk Solution	76,000	Gal	\$3.35	\$254,600.00	15% Increase	N/B	N/B		\$2.54	\$193,116.00	3-5% Increase
6A	30% Liquid Calcium Hydroxide - Lime Slurry Bulk Slurry	296,000	100 Wet Lbs.	N/B	N/B		N/B	N/B		N/B	N/B	
6B	35% Liquid Calcium Hydroxide - Lime Slurry Bulk Slurry	185,000	100 Wet Lbs.	N/B	N/B		N/B	N/B		N/B	N/B	
7	Liquid Ferric Sulfate Solution in 275 Gallon Totes	100	275-Gal Tote	N/B	N/B		\$1,622.00	\$162,200.00	15-30% Increase	N/B	N/B	
8	Liquid Ferric Chloride - Bulk Solution	33,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B	
9	Liquid Oxygen - LOX Bulk Liquid	1,130,000	100 Cubic Ft	N/B	N/B		N/B	N/B		N/B	N/B	
9a	Non-Emergency Labor Equipment Maintenance Per Person, Business Hours (7am-4pm, M-F)	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B	
9b	Non-Emergency Labor Equipment Maintenance Per Person, Non-Business Hours	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B	
9c	Emergency Labor Equipment Maintenance Per Person, Business Hours (7am-4pm, M-F)	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B	
9d	Emergency Labor Equipment Maintenance Per Person, Non-Business Hours	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B	
10	Liquid Nitrogen Bulk Liquid	27,000	L	N/B	N/B		N/B	N/B		N/B	N/B	
10a	Non-Emergency Labor Equipment Maintenance Per Person, Business Hours (7am-4pm, M-F)	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B	
10b	Non-Emergency Labor Equipment Maintenance Per Person, Non-Business Hours	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B	
10c	Emergency Labor Equipment Maintenance Per Person, Business Hours (7am-4pm, M-F)	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B	
10d	Emergency Labor Equipment Maintenance Per Person, Non-Business Hours	16	Hr	N/B	N/B		N/B	N/B		N/B	N/B	
10e	Parts, Material and Equipment, Percentage Charge Above Cost (Not to Exceed 15% of Actual Costs)	\$15,000.00		N/B	N/B		N/B	N/B		N/B	N/B	
11	Calcium Oxide - Quicklime Bulk Dry Product	1,800	Ton	N/B	N/B		N/B	N/B		N/B	N/B	
12	Aluminum Sulfate - Liquid Alum Bulk Solution	1,585,000	Gal	N/B	N/B		N/B	N/B		\$1.11	\$1,759,350.00	3-5% Increase
13A	Sodium Hypochlorite - bulk liquid 12.5% Bulk Solution - REJECTED	321,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B	
13B	Sodium Hypochlorite - tote liquid 12.5% Solution in 275 Gallon Totes	15	275-Gal Tote	\$1,324.95	\$19,874.25	50% Increase	N/B	N/B		N/B	N/B	
14A	Citric Acid Based Cleaner - Bulk Solution	112,000	Gal	N/B	N/B		\$12.82	\$1,435,840.00	15-30% Increase	\$10.64	\$1,191,680.00	3-5% Increase
14B	Citric Acid Based Cleaner - Solution in 275 Gallon Totes	10	275-Gal Tote	N/B	N/B		\$4,100.00	\$41,000.00	15-30% Increase	N/B	N/B	
15	Hydrochloric Acid - 32% Solution in 275 Gallon Totes	19	275-Gal Tote	\$1,542.75	\$29,312.25	50% Increase	N/B	N/B		N/B	N/B	
16A	Oxalic Acid Solution, Bulk Solution	20,000	Gal	N/B	N/B		\$2.73	\$54,600.00	15-30% Increase	N/B	N/B	
16B	Oxalic Acid Solution, Solution in 275 Gallon Totes	70	275-Gal Tote	N/B	N/B		\$1,441.00	\$100,870.00	15-30% Increase	N/B	N/B	
17	Sodium Aluminate Solution in 330 Gallon Totes	10	330-Gal Tote	\$2,537.70	\$25,377.00	50% Increase	N/B	N/B		\$3,405.60	\$34,056.00	3-5% Increase
18	Magnesium Chloride Bulk Solution REJECTED	50,000	Gal	N/B	N/B		N/B	N/B		N/B	N/B	
Total				\$329,163.50			\$1,794,510.00			\$3,867,510.20		

Recommended Vendors:

Airgas USA, LLC
Attn: Elizabeth Rowland
2015 Vaughn Road, Bldg 400
Kennesaw, GA 30144
Phone: 770-318-7971
Elizabeth.Rowland@airgas.com

Cheney Lime & Cement Company, Inc.
Attn: Wayne Allen
PO Box 160
Allgood, Alabama 35013
Phone: 205-623-9620
Wa@cheneylime.com
Ar@cheneylime.com

The Dycho Company, Inc.
Attn: J. Robert Shamblin
412 Meridian Street
PO Box 513
Niota, TN 37826
Rob@dycho.com
info@dycho.com

Brenntag Mid-South, Inc.
Attn: Sara Terry
3200 Moon Station Road
Kennesaw, GA 30144
Phone: 270-855-0694
Bms-bids@brenntag.com
Sara.Terry@brenntag.com

Leslie's Poolmart, Inc.
Attn: Gigi Cazares
2005 E. Indian School Road
Phoenix, AZ 85016
Phone: 602-366-3999
Government@lesl.com

Thornton, Musso, and Bellemin, Inc.
Attn: James Covington
PO Box 181
Zachary, LA 70791
Phone: 225-485-2390
James@tmbwater.com

C&S Chemicals
Attn: Mike Chandler
4180 Providence Road, Suite 310
Marietta, GA 30062
Phone: 770-977-2669
Sales@candschemicals.com

Polytec, Inc.
Attn: Jack Harmon
191 Barley Park Lane
Mooresville, NC 28115
Phone: 704-277-3960
Jackharmon@polytecinc.net

Univar Solutions USA, Inc.
Attn: Stacy Ziegler
8201 South 212th Street
Kent, WA 98032
Phone: 253-872-5023
Muniteam-west@univarsolutions.com

Carus, LLC
Attn: M. Chrissy Crockett
315 Fifth Street
Peru, IL 61354
Phone: 800-435-6856
Bids@carusllc.com

PVS Technologies, Inc.
Attn: Tatyana Lipanovich
10900 Harper Avenue
Detroit, MI 48213
Phone: 313-921-1200
Bids@pvschemicals.com

BID TABULATION

BL137-22

Purchase of Chlorine and Sodium Hypochlorite on a Six (6) Month Contract

Department of Water Resources

June 13, 2024 through December 12, 2024			Brenntag Mid-South, Inc. (OC)	
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE
1	Chlorine - Liquid Standard DOT Containers	225 TONS	\$2,463.00	\$554,175.00
2	Sodium Hypochlorite - Bulk Liquid Solution 12.5%	160,500 GALLONS	\$2.38	\$381,309.48
TOTAL			\$935,484.48	
	Will Vendor Hold Pricing Firm? Renewal Option One		5-20% Increase	
	Will Vendor Hold Pricing Firm? Renewal Option Two		5-20% Increase	
	Will Vendor Hold Pricing Firm? Renewal Option Three		5-20% Increase	
	Will Vendor Hold Pricing Firm? Renewal Option Four		5-20% Increase	

Recommended Vendor:

Brenntag Mid-South, Inc.
 Attn: Ray Sibbitt
 3200 Moon Station Road
 Kennesaw, GA 30144
 Phone: 270-860-3145
Rsibbitt@brenntag.com

BID TABULATION

BL025-23

Purchase of Magnesium Chloride Solution on a Six (6) Month Contract

Department of Water Resources

6/04/2023 through 12/03/2024			Premier Magnesia, LLC (OS)	
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE FIRM	TOTAL PRICE
1	Magnesium Chloride Solution	78,000 GAL	\$3.86	\$301,267.77
Will Vendor Hold Pricing Firm? Renewal Option One			0-10% Increase	
Will Vendor Hold Pricing Firm? Renewal Option Two			0-10% Increase	
Will Vendor Hold Pricing Firm? Renewal Option Three			0-10% Increase	

Recommended Vendor:

Premier Magnesia, LLC

Attn: Charles Gehret

75 Giles Place

Waynesville, NC 28786

Phone: 267-249-9176

CHGehret@premiermagnesia.com

dschumacher@premiermagnesia.com

Magnesium Chloride
64% Hexahydrate Solution
30% Magnesium Chloride
High Purity (HP)

PHYSICAL PROPERTIES

Assay as $MgCl_2 \cdot 6H_2O$
Assay as $MgCl_2$
Assay as Mg
pH @ 15C
Specific Gravity @ 15C
Color

SPECIFICATION

64% Minimum
30% Minimum
7.6% Minimum
5.0 – 6.0
1.275 Minimum
< APHA 20

IMPURITIES*

Insolubles
Iron
Heavy metals (as Pb)
Arsenic
Calcium
Sulfate (as SO_4)
Zinc
Aluminum

TYPICAL ANALYSIS

<0.01%
< 5ppm
< 5ppm
< 2 ppm
< 0.1%
< 125 ppm
< 5 ppm
< 1 ppm

*NOTE: Impurities levels are based on historical data and not routinely reported on Certificates of Analysis.



**Certificate of Analysis
Quality Control Laboratory**

Ship Date: 8/30/2022

Customer: Scotwood (Zero) 125390

Order #: 2797422

Railcar #: NTRX22922

Product: FreezGard Zero

MgCl₂	31 %	Sp. Gr.	1.31
SO₄	0.7 %		

Compass Minerals
Ogden, Utah 84404
Office: 801-732-3018



August 31, 2022

**INVITATION TO BID
BL097-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract** with two (2) Option(s) to Renew for the Department of Water Resources.

Bid Submittal Date and Location:

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **September 15, 2022**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Instruction on Submitting Questions:

Questions regarding bids should be directed to Brittany Bryant, Purchasing Associate II, at Brittany.Bryant@GwinnettCounty.com or by calling 770-822-7759, **no later than 3:00PM September 08, 2022**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful contractors will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the contractor(s) submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a bid will be notified via email.

We look forward to your bid and appreciate your interest in Gwinnett County.

Brittany Bryant

Brittany Bryant
Purchasing Associate II

The following pages should be returned in duplicate as your bid: **Compliance Sheets, Pages 6-29**
Bid Schedule, Pages 30-32
References, Page 33
Contractor Affidavit, Page 34
Code of Ethics, Page 35

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

BL097-22

Buyer Initials: BB

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

I. SCOPE

The intent of this contract is to obtain pricing for Water Treatment and Water Reclamation Chemicals on an Annual Contract. Suppliers may submit pricing for one, multiple, or all chemicals. Pricing may be submitted for a twelve-month contract with two (2) additional one- year period.

II. REQUIREMENTS

- A. All items should meet item "00. Requirements" of the Compliance Sheets below, as well as the individual specifications for that specific item. If there is a conflict between the "00. Requirements" and the individual specifications then the individual specifications take precedent.
- B. Quantities listed are estimated based on historical usage and no guarantee as to amounts to be purchased is implied.
- C. Gwinnett County will order product on an "as-needed" basis.
- D. Technical services shall be provided by the supplier upon request as detailed in "00. Requirements" of the Compliance Sheets below.
- E. Unit Pricing:
 - 1. All prices shall be FOB Destination Pre-Paid and Allowed to various county delivery addresses.
- F. Successful supplier shall be required to supply Gwinnett County with Safety Data Sheets (SDS) on chemical, as detailed in the Compliance Sheets below.
- G. Samples: When requested, suppliers must supply samples of proposed products at no cost to Gwinnett County for evaluation by Gwinnett County to determine specification compliance. Costs for such analyses will be borne by Gwinnett County. During the contract period, samples may be collected and analyzed by Gwinnett County upon delivery to determine specification compliance. Shipments that do not meet specifications will be rejected, and all cost for shipment, analysis, and removal/clean out will be the responsibility of the supplier. Samples should be delivered no later than five business days from request.
- H. Delivery:
 - 1. Clean up of spills that occur during delivery shall be the responsibility of the supplier.
 - 2. Only quantities specifically ordered for each location will be accepted due to storage vessel size or other on- site limitations.
 - 3. No partial deliveries will be accepted without prior approval.
 - 4. Each delivery must be signed by an attendant at the delivery site. Each delivery ticket must reflect the actual amount of product delivered at that site. It is the supplier's responsibility to measure the amount being delivered to each location. Each location must be invoiced separately.
 - 5. All prices shall be FOB Destination Pre-Paid and Allowed to various county delivery addresses.
- I. Due to the extreme importance of these materials to the efficient operation of the Gwinnett County operations, each bidder must confirm with supplier that they can supply/allocate material to Gwinnett County prior to submitting a bid.
- J. Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies bylaw.
- K. Termination for Convenience: The County may terminate this agreement for its convenience at anytime upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

III. SPECIFICATIONS

See the tabular specifications on the following pages for requirements in the following categories:

- a. Standards and Certifications – This section contains references to AWWA, NSF, ASTM, and other standards and certifications required to be met for the various products.
- b. Delivery Locations and Projected Annual Quantities – This section contains the name of the facility that may order and receive the chemical, and a projected quantity that is provided for reference only. Actual quantities will differ from the quantities provided, and some chemicals may not be ordered at all. Refer to the Delivery Locations table for facility addresses and contact information.
- c. Material Specifications – This section contains requirements for chemical concentrations, purities, exceptions to standards, and other specifics of the product to be delivered.
- d. Supplier Requirements – This section contains delivery requirements, submittal requirements, and other items incumbent upon the supplier to provide.
- e. Testing, Verification & Payment – This section contains verification methods for delivered quantities, labeling requirements, sampling and testing requirements and options, payment terms, and other related information.
- f. Compliance Sheets - Each numbered specification line item contains a field for “Comply” and one for “Exception”. Check the “Comply” field if the specification WILL BE complied with, without any exceptions. Check the “Exception” field if the specification WILL NOT BE complied with and provide an attached explanation of the requested exception. Exceptions will be evaluated by Gwinnett County staff and may be cause for rejection of the bid if the exception will cause a performance issue or other unacceptable condition in the opinion of Gwinnett County.

IV. ABBREVIATIONS AND ACRONYMS

The following abbreviations and acronyms are used in the product specifications:	
ARV	Air Release Valve
ASTM	ASTM International (formerly American Society for Testing & Materials)
AWWA	American Water Works Association
FMCSA	Federal Motor Carrier Safety Administration
FOB	Freight On Board (prepaid and allowed)
FP	Filter Plant (Water Production)
GCDWR	Gwinnett County Department of Water Resources
NSF	NSF International (formerly National Sanitation Foundation)
ppm	Parts per Million
PS	Pump Station (Water Reclamation)
SCADA	Supervisory Controls and Data Acquisition
SDS	Safety Data Sheets (formerly Material Safety Data Sheets or MSDS)
USDOT	United States Department of Transportation
WRC	Water Resources Center
WRF	Water Reclamation Facility

V. DELIVERY LOCATIONS

Delivery locations are listed below.

Note: Suppliers qualifying their bid by requiring minimum delivery orders may be deemed non-responsive.

Facility	Street Address	City
Alcovy River Pump Station	1344 Highway 29	Lawrenceville
Azalea ARV	Azalea Drive and Buford Drive	Lawrenceville
Bailey Road Pump Station	120 Hillside Bend Crossing	Lawrenceville
Beaver Ruin Pump Station	3530 Cruse Road	Lawrenceville
Bermuda Road Pump Station	2859 North Deshong Road	Stone Mountain
Brooks Rd Pump Station	1180 Brooks Road	Lawrenceville
Brookwood HS Pump Station	1330 Holly Brook Road	Snellville
Campbell Road Pump Station	1245 Misty Valley Court	Dacula
Chandler Road Pump Station	578 Leaflet Ives Drive	Lawrenceville
Crooked Creek Water Reclamation Facility	6556 Plant Drive	Norcross
Dacula Road Pump Station	1183 Dacula Road	Dacula
F. Wayne Hill Water Resource Center	One Water Way	Buford
Fairmont Pump Station	2505 Merrion Park	Dacula
Hebron Church Pump Station	190 Hebron Church Road	Dacula
Hog Mountain Pump Station	2910 Old Fountain Road	Dacula
Ivey Creek Pump Station	One Water Way	Buford
Jim Moore Road Pump Station	3501 Jim Moore Road	Dacula
Lanier Filter Plant	2601 Buford Dam Rd	Buford
Level Creek Pump Station	5138 Settles Bridge Rd.	Suwanee
Lower Big Haynes Pump Station	2680 Centerville Rosebud Rd	Loganville
Mulberry Pump Station	1575 Turtle Pond Drive	Snellville
N F Peachtree Creek Pump Station	6782 Crescent Drive	Norcross
N F Plantation Pump Station	1359 Hillside Drive	Snellville
NBC Pump Station	2735 Springdale Rd	Snellville
NCI Pump Station	4858 River Hollow Run	Norcross
New Hope Road Pump Station	Dolostone Way	Dacula
Norris Lake Pump Station	4298 McCord Livesey Road	Lithonia
Parker Woods 1 Pump Station	1761 Pucketts Drive	Lilburn
Patterson Pump Station	152 Arnold Rd	Lawrenceville
Shoal Creek Filter Plant	1755 Buford Dam Road	Buford
Stanley Road Pump Station	532 Village Broad Street	Dacula
Suwanee Creek Pump Station	1758 Peachtree Ind. Blvd.	Suwanee
Trotters Ridge Pump Station	2888 Ross Road	Snellville
Wolf Creek Pump Station	4511 Jones Bridge Road	Norcross
Yellow River Water Reclamation Facility	858 Tom Smith Road	Lilburn

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANCE SHEETS

00. General Requirements		Comply	Exception
1	Standards and Certifications		
1.1	Follow specific requirements included herein.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Projected quantities are for reference only and are based on historical use, where data is available. Actual quantities will vary. Facilities will order at their discretion on an as-needed basis, depending on use and storage capabilities.		
2.2	Refer to the Delivery Locations table for addresses of each facility expected to receive chemicals.		
3	Material Specifications		
3.1	Follow specific requirements included herein for each chemical. Chemicals are generally intended for use in potable water treatment and wastewater reclamation.		
3.2	If product is specified to meet NSF 60, certify proof using an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Chemicals - Health Effects. Certification should be submitted with bid.		
4	Supplier Requirements		
4.1	All prices are FOB destination pre-paid and allowed, delivered to the locations included herein for each chemical. This means shipping is included in the bid amount and will not be charged separately. Also, the goods remain in the supplier's ownership until they are off-loaded at the destination.		
4.2	Where applicable, comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.3	Delivery is between 7:00 am - 3:00 pm during normal business days only (No County holidays nor weekend deliveries except for emergencies declared by GCDWR).		
4.4	Clean up all spills that occur during delivery of chemicals. Notify facility personnel of any spills. Notify facility personnel if any chemical reaches a storm drain or other on-site conveyance system.		
4.5	If the bulk delivery truck's prior content was a chemical other than the one to be delivered, thoroughly clean out the truck's tank(s) and verify that no cross-contamination has occurred.		
4.6	Upon request of GCDWR facility staff, provide technical services not to exceed 8 man-hours per location per year. Include technical services in bid prices. No separate payment for technical services will be made. Additional technical services may be required for certain chemicals. Any such additional services and compensation therefor will be called out for the applicable chemicals in their respective specifications.		
4.7	After each order is placed, email bill of lading, security seal numbers, driver information including legible copy of driver's license, and certificate of analysis (including specific gravity and pH) to the Plant Manager who placed the order.		

Supplier Name _____

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COMPLIANCE SHEETS

00. General Requirements (continued)		Comply	Exception
4.8	Upon each delivery provide a bill of lading, certificate of analysis (including specific gravity and pH), NSF Certification (if delivering to a water treatment or distribution facility), and Safety Data Sheets for each chemical to each location where it will be delivered.		
4.9	Note that GCDWR plant personnel will not assist delivery drivers by operating any equipment on or associated with the delivery truck, nor by providing fittings or hoses, compressed air, or containment materials for leaks of any size.		
4.10	When requested, provide samples of chemicals to be tested by GCDWR. Include cost of samples in the bid cost for chemicals. No separate payment for samples will be made. GCDWR will bear the cost of testing and analysis.		
4.11	Only the quantities ordered at each site will be accepted.		
4.12	Suppliers qualifying their bid by requiring minimum delivery orders may be deemed non-responsive.		
4.13	Submit a list of three (3) references where purchase of comparable size and scope has been completed, listing customer name, address, brief description of project, and contact person name, email address, and phone number.		
4.14	Individuals, firms, and businesses seeking an award of a contract may not initiate nor continue any verbal or written communications regarding a solicitation with any County officer, elected official, or employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If it is determined that such communication has occurred and has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration of award.		
4.15	Indicate any requested exceptions to specifications by checking the appropriate box to the right of the specification. If the bidder intends to meet the specification, indicate this in the appropriate column ("Comply") to the right. If any requested exceptions are indicated in the columns to the right ("Exception") elaborate on the nature of the exception(s). Attach additional sheets as necessary to convey the details of all requested exceptions to these specifications. At the discretion of GCDWR, exceptions to the specifications may be cause for rejection of bids.		

Supplier Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANCE SHEETS

00. General Requirements (continued)		Comply	Exception
5	Testing, Verification & Payment		
5.1	Follow specific requirements included herein.		
5.2	Samples of delivered chemical may be taken by GCDWR and analyzed at GCDWR expense. Shipments that do not meet specifications will be rejected, and all costs for shipment, analysis, and removal/clean-out of tanks and other equipment will be charged to the supplier.		
5.3	Obtain the signature of the attendant at the delivery site on the delivery ticket. Show the actual amount of product delivered on the delivery ticket. Invoice each delivery location separately.		
5.4	Provide the delivery driver's valid commercial driver's license to the attendant upon arrival to the delivery site. Provide current contact information for the dispatcher.		
5.5	Missing or damaged seals on tankers and containers may be cause for rejection of any delivery. In some cases, seal numbers will be required to be sent to the delivery location prior to shipment. Products with seal numbers not meeting this transmittal will be rejected.		
5.6	All bulk chemical deliveries must weigh in and out on GCDWR truck scales (if available). If any discrepancy exists between the delivery ticket(s) and the measured quantity by GCDWR (net on-site weight or change in bulk tank level) the measured quantity will be used for payment.		
5.7	Submit invoices at the awarded unit price(s) with signed receipt tickets showing the quantity received. Show date received, GCDWR order number and GCDWR contract number on the invoice.		

In an effort to reduce paper consumption, if a No Bid is being submitted on a particular chemical, the following Compliance Sheets for that chemical should not be returned as part of your bid.

Supplier Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANCE SHEETS

1. Liquid Sodium Hydroxide (Caustic Soda)		Comply	Exception																		
1	Standards and Certifications																				
1.1	Meet AWWA B501-19 or latest revision if newer AWWA standard has been published.																				
1.2	Provide certification following AWWA B501-19 Section 4.3.2 (or latest revision if newer AWWA standard has been published).																				
2	Delivery Locations and Projected Annual Quantities																				
2.1	F. Wayne Hill WRC	275,000 gallons																			
2.2	Yellow River WRF	35,000 gallons																			
2.3	Alcovy River PS	2,500 gallons																			
2.4	Ivy Creek PS	12,000 gallons																			
2.5	Level Creek PS	16,000 gallons																			
3	Material Specifications																				
3.1	Deliver bulk prepared liquid solution of 25% Sodium Hydroxide in water, standard (commercial or diaphragm) grade.																				
3.2	Meet purity requirements of AWWA B501-19 Section 4.3.1 (or latest revision if newer AWWA standard has been published).																				
3.3	Solution pH shall be 13 SU or greater.																				
4	Supplier Requirements																				
4.1	Ship in bulk ensuring no cross contamination with other chemicals.																				
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.																				
4.3	Deliveries may be greater or less than 500 gallons, depending on location and circumstances.																				
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.																				
4.5	Submit certified analysis including Alkalinity as NaOH (%), Alkalinity as Na ₂ O (%), Sodium Carbonate as Na ₂ CO ₃ (%), Sodium Chloride as NaCl (%), Sodium Sulfate as Na ₂ SO ₄ (%), Iron as Fe (ppm), Arsenic (ppm), Nickel (ppm), and Copper (ppm).																				
4.6	<table border="1"> <thead> <tr> <th>Location</th> <th>Tank Size (gal)</th> <th>Typical Delivery (gal)A</th> </tr> </thead> <tbody> <tr> <td>F Wayne Hill</td> <td>4 x 9,000</td> <td>4,500 (1 or 2 a week)</td> </tr> <tr> <td>Yellow River</td> <td>2 x 6,000</td> <td>4,000 (1 a week)</td> </tr> <tr> <td>Alcovy Pump Station</td> <td>1,800</td> <td>800 (every 4 months)</td> </tr> <tr> <td>Ivy Creek Pump Station</td> <td>5,850</td> <td>4,000 (every 4 months)</td> </tr> <tr> <td>Level Creek Pump Station</td> <td>4,000</td> <td>4,000 (every 4 months)</td> </tr> </tbody> </table>	Location	Tank Size (gal)	Typical Delivery (gal)A	F Wayne Hill	4 x 9,000	4,500 (1 or 2 a week)	Yellow River	2 x 6,000	4,000 (1 a week)	Alcovy Pump Station	1,800	800 (every 4 months)	Ivy Creek Pump Station	5,850	4,000 (every 4 months)	Level Creek Pump Station	4,000	4,000 (every 4 months)		
Location	Tank Size (gal)	Typical Delivery (gal)A																			
F Wayne Hill	4 x 9,000	4,500 (1 or 2 a week)																			
Yellow River	2 x 6,000	4,000 (1 a week)																			
Alcovy Pump Station	1,800	800 (every 4 months)																			
Ivy Creek Pump Station	5,850	4,000 (every 4 months)																			
Level Creek Pump Station	4,000	4,000 (every 4 months)																			
5	Testing, Verification & Payment																				
5.1	Payment will be for gallons of solution received at each location.																				
5.2	Review of certified analysis (see 4.4 above) by GCDWR.																				
5.3	GCDWR will draw two (2) samples. First sample is to be tested at GCDWR Environmental Lab per AWWA B501-19 Section 5 (or latest revision if newer AWWA standard has been published). Second sample is to be used as back-up if first sample fails. Second sample to be sent to a referee lab agreed upon by both parties.																				

Supplier Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANCE SHEETS

2. Calcium Hypochlorite (dry)		Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B300-10 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP	125 buckets	
2.2	Lanier FP	125 buckets	
2.3	F. Wayne Hill WRC	150 buckets	
2.4	Crooked Creek WRF	50 buckets	
3	Material Specifications		
3.1	In lieu of AWWA B300-10 Section 4.2.2, meet the following product specifications: Dust Index (25.0 mg per 100 grams of sample), Available Chlorine (65.0 to 71.0% by weight), Water (5.5 to 8.5% by weight), Maximum Iron as Fe (0.05%), Maximum Percent Retained on 10 Mesh (5.0), Maximum Percent Retained on 14 Mesh (25.0), Maximum Percent Passing 60 Mesh (3.0).		
4	Supplier Requirements		
4.1	Ship by truck in 100-pound buckets.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per 100-pound bucket, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Include a chemical-resistant scoop with each container of product.		
4.6	Submit certified analysis including Dust Index, Available Chlorine, Water Content, Iron Content, and Sieve Analysis.		
5	Testing, Verification & Payment		
5.1	Payment will be for units of 100-pound buckets received at each location.		
5.2	Review of certified analysis (see 4.6 above) by GCDWR.		

Supplier Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANCE SHEETS

3. Chlorine - Liquid		Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B301-10 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification following AWWA B301-10 (or latest revision if newer AWWA standard has been published) Section 5.3.1.		
1.4	Beyond AWWA B301-10, the vaporized Chlorine must be not less than 99.9% Cl ₂ (volume/volume). This 3-log requirement is to minimize particulate matter.		
1.5	Beyond AWWA B301-10, limit lead content to not more than 1 ppm.		
1.6	Beyond AWWA B301-10, limit moisture content to not more than 100 ppm.		
1.7	Beyond AWWA B301-10, limit residue on evaporation to not more than 100 ppm.		
1.8	Meet all safety guidelines and standards of the Chlorine Institute document "Chlorine Basics" (formerly the "Chlorine Manual") available from the Chlorine Institute online bookstore.		
1.9	Meet all Federal safety guidelines administered by OSHA.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP	180 tons	
2.2	Lanier FP	270 tons	
3	Material Specifications		
3.1	Follow AWWA B301-10 (or latest revision if newer AWWA standard has been published) for all material specifications, with the exceptions above in 1.4 through 1.7.		
4	Supplier Requirements		
4.1	Ship by truck in standard one-ton containers meeting US Code of Federal Regulations (CFR) DOT Class 106A500X or DOT Class 106A500W.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Pick up empty containers as requested by GCDWR and maintain an inventory of containers such that full containers can be supplied without needing to pick up empty containers.		
4.4	Use only containers that have passed hydrostatic testing requirements contained in Chlorine Institute Pamphlet 17 Section 6.1.2. Stamp containers with the date of the most recent hydrostatic test. Test frequency is 5 years, with exceptions noted in Pamphlet 17.		
4.5	Use only valves that are not misaligned (bent) and are fully functional.		
4.6	Torque valves to the range recommended by the Chlorine Institute.		
4.7	At the end of the contract period, pick up all containers and apply contract credit for all full containers.		

Supplier Name _____

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COMPLIANCE SHEETS

3. Chlorine - Liquid (continued)		Comply	Exception
4.8	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, and a list of all container identification numbers for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.9	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.10	Bid as U.S. dollars per one ton container, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.11	Submit certified analysis including Moisture Content, Total Heavy Metals Content, Lead Content, Mercury Content, Arsenic Content, Nonvolatile Residue Content, Carbon Tetrachloride Content, and Trihalomethanes Content.		
4.12	Meet ton container specifications from the Chlorine Institute Pamphlet 17, Section 3.2. Adhere to limits on re-tapping openings in Section 3.2.3. Inspect containers internally at least annually, in addition to the requirements of Section 3.5.3 and Section 4.2. Follow procedures in Section 3.8 for internal inspections. Perform internal cleaning if loose scale or other impurities are found, using procedures detailed in Section 3.9.2. Perform external inspections meeting the requirements of Section 3.7 at least annually, in addition to external inspection triggers contained in Section 3.7. Observe the limits on defects contained in Section 3.7.3 through 3.7.10.		
5	Testing, Verification & Payment		
5.1	Payment will be for units of one-ton containers received at each location.		
5.2	Review of certified analysis (see 4.11 above) by GCDWR.		
5.3	GCDWR will inspect container valves for compliance with AWWA and will label and reject any container not in compliance.		
5.4	GCDWR will label and reject any leaking container(s) at the time of delivery and will notify the regulatory agencies having jurisdiction over hazardous materials releases.		
5.5	Containers will be weighed after offloading, to verify the total tons of chlorine liquid delivered.		

COMPLIANCE SHEETS

Supplier Name _____

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4. Phosphate Corrosion Inhibitor		Comply	Exception
1	Standards and Certifications		
1.1	Meet NSF-60. Submit proof of NSF certification.		
1.2	Use only NSF-60 raw ingredients manufactured in North America. Submit proof of raw material compliance if requested. Exceptions to be reviewed and may be accepted. This additional requirement is included to minimize the presence of heavy metals contamination.		
1.3	Supplier should provide with the bid, an affidavit from the manufacturer guaranteeing adequate supply of material from multiple sources. Manufacturer is defined as an entity that is engaged in the process of converting phosphoric rock to phosphoric acid for use in drinking water.		
1.4	Bidder should provide with the bid, an affidavit from the manufacturer guaranteeing adequate supply of material from multiple sources. Manufacturer is defined as an entity that is engaged in the process of converting phosphoric rock to phosphoric acid for use in drinking water.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP	44,000 gallons	
2.2	Lanier FP	66,000 gallons	
3	Material Specifications		
3.1	Bids must be for solution strength of 36% or greater. Products having solution strength below the specified 36% total phosphate content will be deemed non-responsive, regardless of product performance claims.		
3.2	The product selected must achieve compliance with the USEPA Lead & Copper Rule by meeting a 90th percentile lead value of less than 10 ppb, at dosages of 1.6 ppm phosphate or less, as determined from analyses of Gwinnett's established Lead/Copper sample protocol used in the water distribution system at the time of product use and subsequent sampling. Historically, dosages of the specified product of 1.2-1.6 ppm have resulted in compliance with the USEPA Lead & Copper Rule. Sampling and testing for USEPA Lead & Copper Rule compliance is by GCDWR at its sole expense.		
3.3	Prepare product using either a thermal reaction process or a blending process using monosodium phosphate and polyphosphates to achieve the 50/50 ortho/polyphosphate blend of 36% total phosphate. Products manufactured by dilution of phosphoric acid are not acceptable. Submit a short narrative describing the manufacturing process, including source and type of raw materials.		
3.4	Meet the following product specifications: Appearance (clear liquid), Turbidity (less than 2 NTU), Color (water white), Odor (none), Viscosity (less than 2 cP), Solubility (complete), Specific Gravity (1.38 +/- 0.02), Total Phosphate (36% as PO ₄ +/- 1%), Ortho/Polyphosphate Ratio (50/50), Orthophosphate (18% as PO ₄ +/- 1%), Polyphosphate (18% as PO ₄ +/- 1%), Density (11.4 lbs/gallon), pH (4.5-6.2), Chlorine Demand (none).		

Supplier Name _____

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COMPLIANCE SHEETS

4. Phosphate Corrosion Inhibitor (continued)		Comply	Exception
4	Supplier Requirements		
4.1	Ship in bulk by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.4	Submit certified analysis including viscosity, specific gravity, total phosphate, ortho/polyphosphate ratio, orthophosphate content, polyphosphate content, density, pH and chlorine demand.		
4.5	Bid as dollars per gallon, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Allow product manufacturing plant visits by GCDWR staff for the purpose of verification of the manufacturing process and inspection of plant hygiene.		
4.7	Notify GCDWR of any change in content of product and/or method of manufacture before any re-formulated or alternatively manufactured product is delivered to the receiving site.		
4.8	Deliver in a vehicle no longer than 54 feet from front most wheel center to rearmost wheel center.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallon units of solution received at each location.		
5.2	Review of certified analysis (see 4.4 above) by GCDWR. Prior to offloading, a grab sample shall be taken from the top of the tanker for Quality Control/Quality Assurance analysis by plant staff.		
5.3	Delivered volume will be determined by dividing net weight by density per gallon of phosphate product. Payment will be made based on cost per gallon, based on GCDWR's onsite weight measurement.		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered.		

Supplier Name _____

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COMPLIANCE SHEETS

5. Fluorosilicic Acid		Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B703-11 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification that product meets specifications of AWWA B703-11 (or latest revision if newer AWWA standard has been published) Section 4.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP	32,000 gallons of solution	
2.2	Lanier FP	44,000 gallons of solution	
3	Material Specifications		
3.1	Provide product at a nominal 23% concentration. Product having higher concentration will not be compensated for by paying a higher unit price. Meet Specific Gravity of 1.23 at 75 degrees F.		
3.2	Follow AWWA B703-11 (or latest revision if newer AWWA standard has been published) for all materials specifications.		
4	Supplier Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.5	Bid as U.S. dollars per gallon of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Submit certified analysis upon request including Fluorosilicic Acid Content by Weight, Free Acid Content, and Color.		
4.7	Deliver in a vehicle no longer than 54 feet from frontmost wheel center to rearmost wheel center.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of liquid received at each location.		
5.2	Review of certified analysis (see 4.6 above) by GCDWR. Prior to offloading, a grab sample shall be taken from the top of the tanker for Quality Control/Quality Assurance analysis by plant staff.		
5.3	Chain of custody document review by GCDWR.		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered.		

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COMPLIANCE SHEETS

6. Liquid Calcium Hydroxide - Lime Slurry		Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B202-13 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification following AWWA B202-13 Section 4.3.2 (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	Crooked Creek WRC	33,500 units of 100 pounds	
2.2	F. Wayne Hill WRC	112,000 units of 100 pounds	
2.3	Shoal Creek FP	32,000 units of 100 pounds	
2.4	Lanier FP	49,000 units of 100 pounds	
3	Material Specifications		
3.1	Provide 30% stabilized aqueous Calcium Hydroxide suspension, microparticulated under high rotary fusion. Use no quicklime in the slurry manufacturing process. Use only finely ground air-classified hydrated lime for preparation of the slurry.		
3.2	Meet the following product specifications: Percent Passing 100 Mesh Screen (99.9%), Minimum CaOH by weight (30%), Maximum Inert Ingredients (70%), Appearance (liquid, white suspension), Odor (none), Solubility in Water (0.1 g/100g), Specific Gravity (1.19-1.23), pH of Saturated Solution at 25 degrees Celsius (12.4).		
3.3	Meet requirements of AWWA B202-13 Section 4.3 (or latest revision if newer AWWA standard has been published) for impurities.		
4	Supplier Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Upon delivery, dilute product to 22 percent CaOH by weight. Follow GCDWR guidelines provided by plant operators and use the Lime Dilution Table to determine volume of water needed to reach a 22 percent slurry. All deliveries require an inline hose basket strainer between tanker and bulk tank.		
4.4	Maintain on-site tank and feed system from the tank to the feed pump to ensure no blockage. If visible build-up occurs in tank, tank mixing system or feed lines, clean these systems to restore proper operations.		
4.5	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.6	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		

Supplier Name _____

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COMPLIANCE SHEETS

4.7	Bid as U.S. dollars per pound of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
6. Liquid Calcium Hydroxide - Lime Slurry (continued)		Comply	Exception
4.8	Submit certified analysis after each order is placed including Percent Passing 100 Mesh Screen, CaOH Content by Weight, Inert Ingredients Content by Weight, Solubility in Water, Specific Gravity, and pH of Saturated Solution at 25 Degrees Celsius.		
4.9	Certify that the manufacturing process meets 3.1 above.		
4.10	Allow product manufacturing plant visits by GCDWR staff for the purpose of verification of the manufacturing process and inspection of plant hygiene.		
4.11	Deliver in a vehicle no longer than 54 feet from frontmost wheel center to rearmost wheel center.		
5	Testing, Verification & Payment		
5.1	Payment will be for units of 100 pounds of liquid received at each location.		
5.2	Review of certified analysis (see 4.8 above) by GCDWR.		
5.3	Review of certification required in 4.9 above.		
5.4	GCDWR may conduct additional sieve analysis and other analyses and may conduct manufacturing plant visits at its discretion.		
5.5	Trucks will be weighed upon arrival and after offloading, to verify the total pounds of product delivered.		

Supplier Name _____

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COMPLIANCE SHEETS

7. Liquid Ferric Sulfate		Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B406-14 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification following AWWA B406-14 Section 4.3.2. (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	Lanier FP 100 totes		
3	Material Specifications		
3.1	Provide liquid Ferric Sulfate solution at a concentration of 60% +/- Fe ₂ (SO ₄) ₃		
3.2	Meet all product chemical specifications of AWWA B406-14 Section 4.2.		
4	Supplier Requirements		
4.1	Ship by truck in 275-gallon totes.		
4.2	After order placement, product to be delivered within 48 hours or a mutually agreed to delivery schedule.		
4.3	For safety and security purposes send an email or fax 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. See facility address list for phone #s, email & FAX numbers. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.5	Bid as U.S. dollars per 275 gallons of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Submit certified analysis after each order is placed including Ferric Iron Content, Ferrous Iron Content, Free Acid as H ₂ SO ₄ Content, Chloride Content, pH, Specific Gravity, and Viscosity.		
4.7	Seals are required.		
5	Testing, Verification & Payment		
5.1	Payment will be for each 275-gallon unit of liquid received at each location.		
5.2	Review of certified analysis (see 4.6 above) by GCDWR. Prior to offloading, a grab sample shall be taken from the top of the tanker for Quality Control/Quality Assurance analysis by plant staff.		
5.3	Totes (275 gallons each) will be inventoried upon delivery for payment.		

Supplier Name _____

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COMPLIANCE SHEETS

8. Liquid Ferric Chloride - bulk		Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B407-12 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification following AWWA B407-12 Section 4.3.2. (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP	11,000 gallons	
2.2	Lanier FP	22,000 gallons	
3	Material Specifications		
3.1	Meet the following product chemical specifications in lieu of AWWA B407-12 Section 4.2: FeCl ₃ Content (37.0-42.0%), Maximum FeCl ₂ Content (0.75%), Maximum Free Acid as HCL (3.5%), Maximum Insoluble Anhydrous Basis (0.5%), Appearance (dark brown liquid), Specific Gravity (1.38-1.49), Viscosity at 44 Degrees Fahrenheit (12.1 cP for 40% solution).		
4	Supplier Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker.		
4.2	After order placement, product to be delivered within 48 hours or a mutually agreed to delivery schedule.		
4.3	For security purposes, send an email 24 hours before delivery to Operations staff at the plant to receive the delivery. Include driver's name, copy of driver's license, and a list of all security tags for verification upon delivery. See facility address list for FAX numbers.		
4.4	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.5	Bid as U.S. dollars per gallon of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Submit certified analysis after each order is placed including FeCl ₃ Content, FeCl ₂ Content, Free Acid as HCL Content, Insoluble Anhydrous Basis Content, Specific Gravity, and Viscosity.		
4.7	Deliver in a vehicle no longer than 54 feet from frontmost wheel center to rearmost wheel center.		
5	Testing, Verification & Payment		
5.1	Payment will be for each 1 gallon unit of liquid received at each location.		
5.2	Review of certified analysis (see 4.6 above) by GCDWR.		
5.3	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Supplier Name _____

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COMPLIANCE SHEETS

9. Liquid Oxygen – LOX		Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B304-13 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP	280,000 units of 100 cubic feet	
2.2	Lanier FP	250,000 units of 100 cubic feet	
2.3	F. Wayne Hill WRC	600,000 units of 100 cubic feet	
3	Material Specifications		
3.1	Meet the following product specifications: Purity (99.5% Oxygen by volume), Dewpoint (-80 degrees F), Hydrocarbon Content (less than 20 ppm).		
4	Supplier Requirements		
4.1	Ship in bulk by manufacturer's tanker.		
4.2	After order placement, product to be delivered within 48 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per 100 cubic feet, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis including purity (Oxygen by volume), dewpoint, and hydrocarbon content.		
4.6	Provide equipment (from the tanks to the ozone generators and including filters) maintenance services on a time and materials basis as defined in the bid form. Response time for routine (non-emergency) maintenance is defined as no greater than 72 hours. Response time of greater than 72 hours for a routine maintenance call may be cause for contract termination. Response time for emergency maintenance is 4 hours or less. If actual response time for an emergency maintenance call exceeds 4 hours, payment may be made at the routine maintenance rate, and will be cause for contract termination.		
4.7	Provide an annual inspection of all equipment and a report detailing any deficiencies found.		
4.8	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. See facility address list for phone #s, and emails. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
5	Testing, Verification & Payment		
5.1	Payment will be for units of one hundred cubic feet of liquid received at each location, as verified by a certified liquid meter ticket. See the bid form for pay items related to time-and-materials charges for emergency and non-emergency maintenance services.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		

Supplier Name _____

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COMPLIANCE SHEETS

10. Liquid Nitrogen		Comply	Exception
1	Standards and Certifications		
1.1	Meet NSF-60. Submit proof of NSF certification.		
2	Delivery Locations and Projected Annual Quantities		
2.1	Shoal Creek FP	5,000 liters	
2.2	Lanier FP	22,000 liters	
3	Material Specifications		
3.1	Meet the following product specifications: Appearance (colorless, odorless, cryogenic liquid), Specific Volume (13.81 cubic feet per pound at 70 degrees F), Boiling Point (minus 320.44 degrees F), Purity (99.998% pure), Oxygen Content (less than or equal to 10 ppm), Water Content (less than or equal to 4 ppm), Dew Point (minus 90 degrees F).		
4	Supplier Requirements		
4.1	Ship in bulk by manufacturer's truck, with tank.		
4.2	After order placement, product to be delivered within 48 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per liter, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis after each order is placed including specific volume, boiling point, purity, oxygen content, water content and dew point.		
4.6	Provide maintenance services on equipment (from the tank to the connection at the Oxygen gas line) on a time and materials basis as defined in the bid form. Response time for routine (non-emergency) maintenance is defined as no greater than 72 hours. Response time of greater than 72 hours for a routine maintenance call will be cause for contract termination. Response time for emergency maintenance is 4 hours or less. If actual response time for an emergency maintenance call exceeds 4 hours, payment will be made at the routine maintenance rate, and will be cause for contract termination.		
4.7	Provide an annual inspection of all equipment and a report detailing any deficiencies found.		
4.8	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
5	Testing, Verification & Payment		
5.1	Payment will be for liters of liquid received at each location, as verified by a certified liquid meter ticket. See the bid form for pay items related to time-and-materials charges for emergency and non-emergency maintenance services.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		

Supplier Name _____

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COMPLIANCE SHEETS

11. Calcium Oxide - Quicklime		Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B202-13 or latest revision if newer AWWA standard has been published.		
1.2	Provide certification following AWWA B202-13 Section 4.3.2 (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	Yellow River WRF 1,800 tons		
3	Material Specifications		
3.1	Provide pebble quicklime in bulk form.		
3.2	Meet the following product specifications: Available CaO (90% minimum by weight), MgO (3% minimum by weight), Residue (5% maximum).		
3.3	Meet requirements of AWWA B202-13 Section 4.3 (or latest revision if newer AWWA standard has been published) for impurities.		
4	Supplier Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Blow product into the plant silo(s) at a rate that is compatible with the silo feed system. Blowing at a rate too high or too low will result in stoppage of the feed system and will result in delay to the delivery of product.		
4.4	Bid as U.S. dollars per ton of product, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis after each order is placed including Available CaO, MgO content and residue content.		
4.6	Allow product manufacturing plant visits by GCDWR staff for the purpose of verification of the manufacturing process and inspection of plant hygiene.		
5	Testing, Verification & Payment		
5.1	Payment will be for tons of product received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		
5.3	GCDWR may conduct additional sieve analysis and other analyses and may conduct manufacturing plant visits at its discretion.		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total tons of product delivered.		

Supplier Name _____

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COMPLIANCE SHEETS

12. Aluminum Sulfate - Liquid Alum		Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B403-09 or latest revision if newer AWWA standard has been published.		
1.2	Provide certification of compliance following AWWA B403-09 Section 6.3 (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC	1,100,000 gallons	
2.2	Yellow River WRF	250,000 gallons	
2.3	Crooked Creek WRF	235,000 gallons	
3	Material Specifications		
3.1	Meet all standards of AWWA B403-09 Section 4 (or latest revision if newer AWWA standard has been published) including physical requirements for liquid aluminum sulfate, chemical requirements, and limitations on impurities.		
3.2	Provide product within a pH range of 1.8 to 2.4 at 20 degrees C.		
3.3	Deliver product at a minimum of 100 degrees F.		
4	Supplier Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per gallons of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis after each order is placed including aluminum content, pH, water-insoluble matter content, and water-soluble iron content.		
4.6	Provide a chart showing percentage of aluminum as Al or Al ₂ O ₃ for solutions of varying specific gravity readings after each order is placed.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of liquid received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		
5.3	Sampling and testing in accordance with AWWA B403-09 (or latest revision if newer AWWA standard has been published).		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Supplier Name _____

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COMPLIANCE SHEETS

13A. Sodium Hypochlorite - bulk liquid 12.5%		Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B300-10 or latest revision if newer AWWA standard has been published.		
1.2	Provide certification following AWWA B300-10 Section 4.4.2 (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC	225,000 gallons	
2.2	Yellow River WRF	80,000 gallons	
2.3	Alcovy River PS	1,500 gallons	
2.4	Ivy Creek PS	500 gallons	
2.5	Level Creek PS	7,500 gallons	
2.6	NCI PS	6,500 gallons	
3	Material Specifications		
3.1	Meet the physical requirements of AWWA B300-10 Section 4.2.3 (or latest revision if newer AWWA standard has been published).		
3.2	Meet the chemical requirements of AWWA B300-10 Section 4.3.3 (or latest revision if newer AWWA standard has been published).		
3.3	Meet the impurities and product certification requirements of AWWA B300-10 Section 4.4 (or latest revision if newer AWWA standard has been published).		
4	Supplier Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per gallon of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis after each order is placed including insoluble matter by weight (percent), available chlorine (grams per liter), and total free alkali expressed as NaOH (percent by weight).		
4.6	At the Yellow River WRF location, delivery may be split into two locations on the plant site. No separate or additional payment will be made for split load deliveries.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of liquid received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		
5.3	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

Supplier Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANCE SHEETS

13B. Sodium Hypochlorite - 275 gallon tote liquid 12.5%		Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B300-10 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification following AWWA B300-10 Section 4.4.2 (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	Crooked Creek WRF 15 275 gallon totes		
3	Material Specifications		
3.1	Meet the physical requirements of AWWA B300-10 Section 4.2.3 (or latest revision if newer AWWA standard has been published).		
3.2	Meet the chemical requirements of AWWA B300-10 Section 4.3.3 (or latest revision if newer AWWA standard has been published).		
3.3	Meet the impurities and product certification requirements of AWWA B300-10 Section 4.4 (or latest revision if newer AWWA standard has been published).		
4	Supplier Requirements		
4.1	Ship in 275-gallon totes by truck.		
4.2	After order placement, product to be delivered within 48 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per 275-gallon tote of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit analysis after each order is placed including insoluble matter by weight (percent), available chlorine (grams per liter), and total free alkali expressed as NaOH (percent by weight).		
5	Testing, Verification & Payment		
5.1	Payment will be for each 275-gallon tote of liquid received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		

Supplier Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANCE SHEETS

14A. Citric Acid Based Cleaner - bulk solution		Comply	Exception
1	Standards and Certifications		
1.1	None specified.	N/A	N/A
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC	100,000 gallons, tank size (1) 21,600 gallon	
2.2	Yellow River WRF	12,000 gallons, tank size (1) 4,500 gallon	
3	Material Specifications		
3.1	Provide liquid industrial inhibited citric acid based cleaner solution, clear color, pH 3.5-4.0, Specific Gravity 1.15-1.25.		
4	Supplier Requirements		
4.1	Ship by truck in bulk.		
4.2	Order size is typically up to 4,500 gallons.		
4.3	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.4	Bid as U.S. dollars per gallon, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of product received at each location.		
5.2	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

14B. Citric Acid Based Cleaner - solution in totes		Comply	Exception
1	Standards and Certifications		
1.1	None specified.	N/A	N/A
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC	10 275 gallon totes	
3	Material Specifications		
3.1	Provide liquid industrial inhibited citric acid based cleaner solution, clear color, pH 3.5-4.0, Specific Gravity 1.15-1.25.		
4	Supplier Requirements		
4.1	Ship by truck in IBC 275-gallon totes rated for this product.		
4.3	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.4	Bid as U.S. dollars per 275-gallon IBC tote, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
5	Testing, Verification & Payment		
5.1	Payment will be for 275-gallon totes of product received at each location.		

Supplier Name _____

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COMPLIANCE SHEETS

15. Hydrochloric Acid - 275 gal totes		Comply	Exception
1	Standards and Certifications		
1.1	Meet ASTM Standard E 1146 or latest revision if newer ASTM standard has been published.		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC	10 totes	
2.2	Yellow River WRF	5 totes	
2.3	Crooked Creek WRF	4 totes	
3	Material Specifications		
3.1	Deliver prepared liquid solution of 32% by weight Hydrochloric Acid.		
3.2	Total acidity as HCl percent by mass = 32%.		
4	Supplier Requirements		
4.1	Ship by truck in 275-gallon totes.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per 275-gallon totes, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis after each order is placed including percent HCl by mass.		
4.6	Used totes remain the property of the supplier. Pick up all empty totes at the delivery location. Include cost of pick-up & disposal in the unit price bid for product.		
5	Testing, Verification & Payment		
5.1	Payment will be for units of 275-gallon totes received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		

Supplier Name _____

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COMPLIANCE SHEETS

16A. Oxalic Acid Solution - bulk solution		Comply	Exception
1	Standards and Certifications		
1.1	None Specified	N/A	N/A
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC 20,000 gallons		
3	Material Specifications		
3.1	Provide oxalic acid aqueous solution with oxalic content of 10% (9.8% to 10.2%), Specific Gravity = 1.0475 – 1.0505		
4	Supplier Requirements		
4.1	Ship by truck in bulk containers rated for this product.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Bid as U.S. dollars per gallon, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places		
4.4	Submit certified analysis after each order is placed including oxalic acid content.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of solution received at each location.		
5.2	Review of certified analysis (see 4.4 above) by GCDWR.		

16B. Oxalic Acid Solution - shipment in totes		Comply	Exception
1	Standards and Certifications		
1.1	None Specified	N/A	N/A
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC 70 275 gallon totes		
3	Material Specifications		
3.1	Provide oxalic acid aqueous solution with oxalic content of 10% (9.8% to 10.2%), Specific Gravity = 1.0475 – 1.0505		
4	Supplier Requirements		
4.1	Ship by truck in IBC 275-gallon totes rated for this product.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Bid as U.S. dollars per 275-gallon IBC tote, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.4	Submit certified analysis after each order is placed including oxalic acid content.		
5	Testing, Verification & Payment		
5.1	Payment will be for 275-gallon totes of product received at each location.		

Supplier Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

COMPLIANCE SHEETS

17. Sodium Aluminate - shipment in totes		Comply	Exception
1	Standards and Certifications		
1.1	None Specified	N/A	N/A
2	Delivery Locations and Projected Annual Quantities		
2.1	Crooked Creek WRF 10 330 gallon totes		
3	Material Specifications		
3.1	Provide Sodium Aluminate 38% solution.		
4	Supplier Requirements		
4.1	Ship by truck in 330-gallon totes rated for this product.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Bid as U.S. dollars per 330-gallon tote, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.4	Submit certified analysis after each order is placed including oxalic acid content.		
5	Testing, Verification & Payment		
5.1	Payment will be for 330-gallon totes of product received at each location.		
18. Magnesium Chloride (30% solution)			
1	Standards and Certifications		
1.1	None specified.		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC 50,000 gallons		
3	Material Specifications		
3.1	30% Magnesium chloride solution		
4	Vendor Requirements		
4.1	Ship by truck in bulk containers rated for this product.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Bid as U.S. dollars per gallon, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.4	Submit certified analysis including MgCl ₂ content.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of product received at each location.		
5.2	Review of certified analysis (see 4.4 above) by GCDWR.		

Supplier Name _____

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BID SCHEDULE

Item #	Product	Description	Approx. Annual Qty.		Unit Price	Total	** Renewal Option 1	** Renewal Option 2
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	340,500	Gal	\$ /gal	\$	%	%
2	Calcium Hypochlorite - dry	Dry Product in 100 Pound Buckets	450	100 Lbs. Bucket	\$ /bucket	\$	%	%
3	Chlorine - Liquid	Liquid in Standard DOT One Ton Containers	450	Ton	\$ /ton	\$	%	%
4	Phosphate Corrosion Inhibitor	Bulk Solution	110,000	Gal	\$ /gal	\$	%	%
5	Fluorosilicic Acid	Bulk Solution	76,000	Gal	\$ /gal	\$	%	%
6	Liquid Calcium Hydroxide-Lime Slurry	Bulk Slurry	226,500	100 Wet Lbs.	\$ /lb	\$	%	%
7	Liquid Ferric Sulfate	Solution in 275 Gallon Totes	100	275-Gal Tote	\$ /tote	\$	%	%
8	Liquid Ferric Chloride - bulk	Bulk Solution	33,000	Gal	\$ /gal	\$	%	%
9	Liquid Oxygen – LOX	Bulk Liquid	1,130,000	100 Cubic Ft	\$ /cubic ft	\$	%	%
9a	Non-Emergency Labor Equipment Maintenance	Per Person, Business Hours (7am-4pm, M-F)	16	Hr	\$ /Hr	\$	%	%
9b	Non-Emergency Labor Equipment Maintenance	Per Person, Non-Business Hours	16	Hr	\$ /Hr	\$	%	%
9c	Emergency Labor Equipment Maintenance	Per Person, Business Hours (7am-4pm, M-F)	16	Hr	\$ /Hr	\$	%	%
9d	Emergency Labor Equipment Maintenance	Per Person, Non-Business Hours	16	Hr	\$ /Hr	\$	%	%
10	Liquid Nitrogen	Bulk Liquid	27,000	L	\$ /L	\$	%	%
10a	Non-Emergency Labor Equipment Maintenance	Per Person, Business Hours (7am-4pm, M-F)	16	Hr	\$ /Hr	\$	%	%
10b	Non-Emergency Labor Equipment Maintenance	Per Person, Non-Business Hours	16	Hr	\$ /Hr	\$	%	%
10c	Emergency Labor Equipment Maintenance	Per Person, Business Hours (7am-4pm, M-F)	16	Hr	\$ /Hr	\$		

SUPPLIER NAME _____

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BID SCHEDULE CONTINUED

Item #	Product	Description	Approx. Annual Qty.	Unit Price	Total	** Renewal Option 1	** Renewal Option 2
10e	Emergency Labor Equipment Maintenance	Per Person, Non-Business Hours	16 Hr	\$ /Hr	\$	%	%
10f	Parts, Material and Equipment, Percentage Charge Above Cost (Not to Exceed 15% of Actual Costs)		\$15,000.00	%	\$	%	%
11	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 Ton	\$ /Ton	\$	%	%
12	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 Gal	\$ /Gal	\$	%	%
13A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 Gal	\$ /Gal	\$	%	%
13B	Sodium Hypochlorite - tote liquid 12.5%	Solution in 275 Gallon Totes	15 275-Gal Tote	\$ /Tote	\$	%	%
14A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 Gal	\$ /Gal	\$	%	%
14B	Citric Acid Based Cleaner - tote	Solution in 275 Gallon Totes	10 275-Gal Tote	\$ /Tote	\$	%	%
15	Hydrochloric Acid - 32%	Solution in 275 Gallon Totes	19 275-Gal Tote	\$ /Tote	\$	%	%
16A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 Gal	\$ /Gal	\$	%	%
16B	Oxalic Acid Solution, tote	Solution in 275 Gallon Totes	70 275-Gal Tote	\$ /Tote	\$	%	%
17	Sodium Aluminate	Solution in 330 Gallon Totes	10 330-Gal Tote	\$ /Tote	\$	%	%
18	Magnesium Chloride	Bulk Solution	50,000 Gal	\$ /Gal	\$	%	%
BID TOTAL					\$		

NOTE:

** If a percentage increase/decrease will be needed for the renewal period(s), note this in the space provided. Please use (+) for increase and (-) for decrease. Use a realistic percentage or percentage range based on market forecasting. Gwinnett County can only negotiate within the range indicated on the bid document. (Example, if a supplier indicates 3-15% and the market increases 20%, the supplier will only be allowed to increase up to 15%). If the increase will apply only to certain line items, please specify in the space provided.

SUPPLIER NAME _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

BID SCHEDULE CONTINUED

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin on December 04, 2022 or upon award.

The undersigned acknowledges receipt of the following addenda, listed by number and date as issued appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

Certification Of Non-Collusion in Bid Preparation _____
Signature Date

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy OCGA § 13-10-91 and Rule 300-10-1-02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Bidders" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to bidders.

Legal Business Name _____
(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)
 Federal Tax ID _____ Gwinnett County Vendor Number _____
 Address _____
 Does your company currently have a location within Gwinnett County? Yes No
 Representative Signature _____
 Printed Name _____
 Telephone Number _____ Fax Number _____
 Email Address _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

REFERENCES

Gwinnett County requests a minimum of three (3) references purchase of comparable size and scope has been completed. At least two of the references provided for this bid should include chemical supply of quantities greater than or roughly equivalent to the sum of the quantities listed under Section 2.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

- 1. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Dates _____
Contact Person _____ Telephone _____
E-Mail Address _____
- 2. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____
- 3. Company Name _____
Brief Description of Project _____
Completion Date _____
Contract Amount \$ _____ Start Date _____
Contact Person _____ Telephone _____
E-Mail Address _____

Company Name _____



Solicitation Name & No. BL097-22, Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract

**CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [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, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____

For Gwinnett County Use Only: Document ID # _____ Issue Date: _____ Initials: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



BL097-22, Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract

CODE OF ETHICS AFFIDAVIT

***(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH
YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)***

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4. Sworn to and subscribed before me this

BY: _____ day of _____, 20____

Authorized Officer or Agent Signature

Printed Name of Authorized Officer or Agent Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcountry.com

STANDARD INSURANCE REQUIREMENTS (For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is

equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.

- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered.

On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XV. CONTRACT

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. INELIGIBLE BIDDERS

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract.

This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform Enhancements for 2013. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of

Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com.

XXXIII. PENDING LITIGATION:

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing on the second floor.



September 12, 2022

ADDENDUM #1

BL097-22, Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract

This Addendum is being issued to provide the following revisions and/or clarifications to the bid documents and answers to the questions received.

Make the following changes to the above referenced bid:

DATE CHANGE

1. **Bid Submittal Date and Location:**

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on ~~September 15, 2022~~ **September 22, 2022**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

2. Compliance Sheets, Page 18, #4.3: revise as shown below:

- a. For safety and security purposes send an email ~~or fax~~ 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. See facility address list for phone #s, email ~~& FAX numbers~~. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.

3. Compliance Sheets, Page 19, #4.3: revise as shown below:

- a. For security purposes, send an email 24 hours before delivery to Operations staff at the plant to receive the delivery. Include driver's name, copy of driver's license, and a list of all security tags for verification upon delivery. ~~See facility address list for FAX numbers.~~

Questions:

Q1. Can the County, please provide the previous bid tabulations?

A1. Please see the attached previous bid tabulations for BL090-21 and BL131-21.

Q2. When will calcium nitrate be going out for rebid?

A2. There is currently no date for rebid at this time, but you will be notified if/when the chemical is rebid.

Q3. Is there a bid bond required for this bid?

A3. There is no bid bond required for this solicitation.

Q4. Where can a vendor's E-Verify User ID Number be located?

A4. A vendor's E-Verify User ID Number can be located at the E-Verify website. The link provided:
<https://www.e-verify.gov/>

Q5. What are the contract dates for this contract?

A5. On page 32 it states, *Contract to begin on December 04, 2022, or upon award*. Once awarded the contract will be for twelve-months with two (2) additional one-year periods.

Q6. Is there an option for an online bid opening?

A6. No, there is currently not an option to view the bid opening online.

Q7. Will bid results be posted after?

A7. Yes, the bid results will be posted within 24 hours of the bid opening to the County Website.

Q8. Who is the current liquid oxygen supplier?

A8. The current supplier for Liquid Oxygen is Airgas USA, LLC. Please review the attached previous tabulation Page 1, Line item 9 for BL090-21.

Q9. What is the current liquid oxygen price?

A9. Please review the attached previous tabulation Page 1, Line item 9 for BL090-21.

Q10. Who is the current liquid nitrogen supplier?

A10. The current supplier for Liquid Nitrogen is Airgas USA, LLC. Please review the attached previous tabulation Page 1, Line item 10 for BL090-21.

Q11. What is the current liquid nitrogen price?

A11. Please review the attached previous tabulation Page 1, Line item 10 for BL090-21.

All bidders shall acknowledge receipt of this addendum by inserting its number and date in the Bid Form. Failure to do so may subject bidder to disqualification. This addendum forms a part of the Contract Documents.

Thank you,

Brittany Bryant

Brittany Bryant
Purchasing Associate II

BL090-21

Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources

Item #	Product	Description	Approx. Annual Qty.	Affinity Chemical, LLC (OS)			Airgas USA, LLC (L)			Brenntag Mid-South, Inc. (OC)		
				Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	318,940 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$1.20	\$381,452.24	15-30%
2	Calcium Hypochlorite - dry	Dry Product	355 100 lb. bucket	N/B	N/B	N/B	N/B	N/B	N/B	\$149.00	\$52,895.00	15-30%
3	Chlorine - Liquid	Liquid in Standard DOT Containers	480 ton	N/B	N/B	N/B	N/B	N/B	N/B	\$1,424.00	\$683,520.00	15-30%
4	Phosphate Corrosion Inhibitor - REJECTED	Bulk Solution	110,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
5	Fluorosilicic Acid	Bulk Solution	76,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
6	Liquid Calcium Hydroxide- Lime Slurry	Bulk Slurry	81,000 100 wet lbs.	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
7	Liquid Ferric Sulfate	Solution in Totes	75 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	\$816.00	\$61,200.00	15-30%
8	Liquid Ferric Chloride - bulk	Bulk Solution	23,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
9	Liquid Oxygen - LOX	Bulk Liquid	1,130,000 100 cubic ft	N/B	N/B	N/B	\$0.24	\$271,200.00	5%	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	\$125.00	\$2,000.00	0%	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	\$125.00	\$2,000.00	0%	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	\$175.00	\$2,800.00	0%	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	\$175.00	\$2,800.00	0%	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%							15%					
10	Liquid Nitrogen	Bulk Liquid	27,000 liter	N/B	N/B	N/B	\$0.15	\$4,050.00	5%	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	\$125.00	\$2,000.00	0%	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	\$125.00	\$2,000.00	0%	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	\$175.00	\$2,800.00	0%	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	\$175.00	\$2,800.00	0%	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%							15%					
11	Calcium Nitrate	Bulk Solution	546,700 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
12	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
13	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 gal	\$0.85	\$1,343,921.50	0-5%	N/B	N/B	N/B	N/B	N/B	N/B
14A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$1.55	\$497,229.00	15-30%
14B	Sodium Hypochlorite - tote liquid 12.5%	Solution in Totes	15 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	\$687.50	\$10,312.50	15-30%
15A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$9.24	\$1,034,476.80	15-30%
15B	Citric Acid Based Cleaner - tote	Solution in Totes	10 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	\$3,791.00	\$37,910.00	15-30%
16	Hydrochloric Acid - 32%	Solution in Totes	19 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	\$840.00	\$15,960.00	15-30%
17	Liquid Magnesium Hydroxide - REJECTED	Bulk Solution	1,118,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
18A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$1.43	\$28,500.00	15-30%
18B	Oxalic Acid Solution, tote	Solution in Totes	70 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	\$1,042.25	\$72,957.50	15-30%
19	Sodium Aluminate	Solution in Totes	10 330-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	\$1,602.99	\$16,029.90	15-30%
BID TOTAL				\$1,343,921.50			\$294,450.00			\$2,892,442.94		

BL090-21

Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources

Item #	Product	Description	Approx. Annual Qty.	Burnett Lime Company, Inc. (OS)			C&S Chemicals (OC)			Carause Lime & Stone, Inc. (OS)		
				Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	318,940 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
2	Calcium Hypochlorite - dry	Dry Product	355 100 lb. bucket	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
3	Chlorine - Liquid	Liquid in Standard DOT Containers	480 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
4	Phosphate Corrosion Inhibitor - REJECTED	Bulk Solution	110,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
5	Fluorosilicic Acid	Bulk Solution	76,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
6	Liquid Calcium Hydroxide- Lime Slurry	Bulk Slurry	81,000 100 wet lbs.	\$6.80	\$550,800.00	0%	N/B	N/B	N/B	N/B	N/B	N/B
7	Liquid Ferric Sulfate	Solution in Totes	75 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
8	Liquid Ferric Chloride - bulk	Bulk Solution	23,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
9	Liquid Oxygen – LOX	Bulk Liquid	1,130,000 100 cubic ft	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
10	Liquid Nitrogen	Bulk Liquid	27,000 liter	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
11	Calcium Nitrate	Bulk Solution	546,700 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
12	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 ton	N/B	N/B	N/B	N/B	N/B	N/B	\$264.40	\$475,920.00	0%
13	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 gal	N/B	N/B	N/B	\$0.78	\$1,236,300.00	0-15%	N/B	N/B	N/B
14A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
14B	Sodium Hypochlorite - tote liquid 12.5%	Solution in Totes	15 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15B	Citric Acid Based Cleaner - tote	Solution in Totes	10 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
16	Hydrochloric Acid - 32%	Solution in Totes	19 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
17	Liquid Magnesium Hydroxide - REJECTED	Bulk Solution	1,118,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
18A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
18B	Oxalic Acid Solution, tote	Solution in Totes	70 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
19	Sodium Aluminate	Solution in Totes	10 330-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
BID TOTAL				\$550,800.00			\$1,236,300.00			\$475,920.00		

BL090-21

Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources

Item #	Product	Description	Approx. Annual Qty.	Chemtrade Chemicals US, LLC (OS)			Cheney Lime Company, Inc. (OS)			Evoqua Water Technologies, LLC (OS)		
				Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	318,940 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
2	Calcium Hypochlorite - dry	Dry Product	355 100 lb. bucket	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
3	Chlorine - Liquid	Liquid in Standard DOT Containers	480 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
4	Phosphate Corrosion Inhibitor - REJECTED	Bulk Solution	110,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
5	Fluorosilicic Acid	Bulk Solution	76,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
6	Liquid Calcium Hydroxide- Lime Slurry	Bulk Slurry	81,000 100 wet lbs.	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
7	Liquid Ferric Sulfate	Solution in Totes	75 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
8	Liquid Ferric Chloride - bulk	Bulk Solution	23,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
9	Liquid Oxygen - LOX	Bulk Liquid	1,130,000 100 cubic ft	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
10	Liquid Nitrogen	Bulk Liquid	27,000 liter	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
11	Calcium Nitrate	Bulk Solution	546,700 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$2.55	\$1,394,085.00	0-9.9%
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%									15%		
12	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 ton	N/B	N/B	N/B	\$196.00	\$352,800.00	2-15%	N/B	N/B	N/B
13	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 gal	\$1.32	\$2,092,200.00	10%	N/B	N/B	N/B	N/B	N/B	N/B
14A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
14B	Sodium Hypochlorite - tote liquid 12.5%	Solution in Totes	15 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15B	Citric Acid Based Cleaner - tote	Solution in Totes	10 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
16	Hydrochloric Acid - 32%	Solution in Totes	19 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
17	Liquid Magnesium Hydroxide - REJECTED	Bulk Solution	1,118,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
18A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
18B	Oxalic Acid Solution, tote	Solution in Totes	70 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
19	Sodium Aluminate	Solution in Totes	10 330-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
BID TOTAL				\$2,092,200.00			\$352,800.00			\$1,394,085.00		

BL090-21

Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources

Item #	Product	Description	Approx. Annual Qty.	G20 Technologies, LLC (OS)			Kemira Water Solutions, Inc. (OS)			Lhoist North America of Alabama, LLC (OS)		
				Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	318,940 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
2	Calcium Hypochlorite - dry	Dry Product	355 100 lb. bucket	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
3	Chlorine - Liquid	Liquid in Standard DOT Containers	480 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
4	Phosphate Corrosion Inhibitor - REJECTED	Bulk Solution	110,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
5	Fluorosilicic Acid	Bulk Solution	76,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
6	Liquid Calcium Hydroxide- Lime Slurry	Bulk Slurry	81,000 100 wet lbs.	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
7	Liquid Ferric Sulfate	Solution in Totes	75 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
8	Liquid Ferric Chloride - bulk	Bulk Solution	23,000 gal	N/B	N/B	N/B	\$2.06	\$47,380.00	0%	N/B	N/B	N/B
9	Liquid Oxygen - LOX	Bulk Liquid	1,130,000 100 cubic ft	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
10	Liquid Nitrogen	Bulk Liquid	27,000 liter	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
11	Calcium Nitrate	Bulk Solution	546,700 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
12	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 ton	N/B	N/B	N/B	N/B	N/B	N/B	\$282.64	\$508,752.00	N/B
13	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 gal	\$0.88	\$1,394,800.00	0-7%	N/B	N/B	N/B	N/B	N/B	N/B
14A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
14B	Sodium Hypochlorite - tote liquid 12.5%	Solution in Totes	15 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15B	Citric Acid Based Cleaner - tote	Solution in Totes	10 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
16	Hydrochloric Acid - 32%	Solution in Totes	19 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
17	Liquid Magnesium Hydroxide - REJECTED	Bulk Solution	1,118,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
18A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
18B	Oxalic Acid Solution, tote	Solution in Totes	70 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
19	Sodium Aluminate	Solution in Totes	10 330-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
BID TOTAL				\$1,394,800.00			\$47,380.00			\$508,752.00		

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Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources

Item #	Product	Description	Approx. Annual Qty.	PVS Technologies, Inc. (OS)			Pencco, Inc. (OS)			Polytec, Inc. (OS)		
				Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	318,940 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
2	Calcium Hypochlorite - dry	Dry Product	355 100 lb. bucket	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
3	Chlorine - Liquid	Liquid in Standard DOT Containers	480 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
4	Phosphate Corrosion Inhibitor - REJECTED	Bulk Solution	110,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
5	Fluorosilicic Acid	Bulk Solution	76,000 gal	N/B	N/B	N/B	\$2.06	\$156,560.00	12-20%	N/B	N/B	N/B
6	Liquid Calcium Hydroxide- Lime Slurry	Bulk Slurry	81,000 100 wet lbs.	N/B	N/B	N/B	N/B	N/B	N/B	\$5.20	\$421,200.00	5-15%
7	Liquid Ferric Sulfate	Solution in Totes	75 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
8	Liquid Ferric Chloride - bulk	Bulk Solution	23,000 gal	\$1.57	\$36,110.00	5-20%	N/B	N/B	N/B	N/B	N/B	N/B
9	Liquid Oxygen - LOX	Bulk Liquid	1,130,000 100 cubic ft	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
10	Liquid Nitrogen	Bulk Liquid	27,000 liter	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
11	Calcium Nitrate	Bulk Solution	546,700 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
12	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
13	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
14A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
14B	Sodium Hypochlorite - tote liquid 12.5%	Solution in Totes	15 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15B	Citric Acid Based Cleaner - tote	Solution in Totes	10 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
16	Hydrochloric Acid - 32%	Solution in Totes	19 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
17	Liquid Magnesium Hydroxide - REJECTED	Bulk Solution	1,118,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
18A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
18B	Oxalic Acid Solution, tote	Solution in Totes	70 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
19	Sodium Aluminate	Solution in Totes	10 330-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
BID TOTAL				\$36,110.00			\$156,560.00			\$421,200.00		

BL090-21
Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources

				Shannon Chemical Corporation (OS)			The Dycho Company, Inc. (OS)			Univar Solutions USA, Inc. (OS)		
Item #	Product	Description	Approx. Annual Qty.	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	318,940 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$1.12	\$357,212.80	3-5%
2	Calcium Hypochlorite - dry	Dry Product	355 100 lb. bucket	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
3	Chlorine - Liquid	Liquid in Standard DOT Containers	480 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
4	Phosphate Corrosion Inhibitor - REJECTED	Bulk Solution	110,000 gal	W/D	W/D	W/D	N/B	N/B	N/B	N/B	N/B	N/B
5	Fluorosilicic Acid	Bulk Solution	76,000 gal	N/B	N/B	N/B	\$2.32	\$176,320.00	0-15%	\$2.01	\$152,760.00	3-5%
6	Liquid Calcium Hydroxide- Lime Slurry	Bulk Slurry	81,000 100 wet lbs.	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
7	Liquid Ferric Sulfate	Solution in Totes	75 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
8	Liquid Ferric Chloride - bulk	Bulk Solution	23,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
9	Liquid Oxygen - LOX	Bulk Liquid	1,130,000 100 cubic ft	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
10	Liquid Nitrogen	Bulk Liquid	27,000 liter	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
11	Calcium Nitrate	Bulk Solution	546,700 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
12	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
13	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$0.80	\$1,268,000.00	3-5%
14A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 gal	N/B	N/B	N/B	\$1.69	\$542,490.00	0%	N/B	N/B	N/B
14B	Sodium Hypochlorite - tote liquid 12.5%	Solution in Totes	15 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 gal	\$21.21	\$2,375,520.00	TBD	N/B	N/B	N/B	N/B	N/B	N/B
15B	Citric Acid Based Cleaner - tote	Solution in Totes	10 275-gal tote	\$6,542.25	\$65,422.50	TBD	N/B	N/B	N/B	N/B	N/B	N/B
16	Hydrochloric Acid - 32%	Solution in Totes	19 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
17	Liquid Magnesium Hydroxide - REJECTED	Bulk Solution	1,118,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
18A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
18B	Oxalic Acid Solution, tote	Solution in Totes	70 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
19	Sodium Aluminate	Solution in Totes	10 330-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
BID TOTAL				\$2,440,942.50			\$718,810.00			\$1,777,972.80		

BL090-21

**Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources**

Recommended Vendors:

Airgas USA, LLC
Attn: April Bode
2015 Vaughn Road, Building 400
Kennesaw, GA 30144
Phone: 770-318-7971
April.bode@airgas.com

Brenntag Mid-South, Inc.
Attn: Stephanie Ubach
3200 Moon Station Road
Kennesaw, GA 30144
Phone: 270-855-0694
subach@brenntag.com

C&S Chemicals
Attn: Mike Chandler
4180 Providence Road, Suite 310
Marietta, GA 30062
Phone: 770-977-2669
mikechandler@candschemicals.com

Cheney Lime Company, Inc.
Attn: Donna Pike
P.O. Box 160
Allgood, AL 35013
Phone: 205-623-9620
ar@cheneylime.com

Evoqua Water Technologies, LLC
Attn: Dustin Alleman
2650 Tallevast Road
Sarasota, FL 34243
Phone: 615-922-0781
dustin.alleman@evoqua.com

PVS Technologies, Inc.
Attn: Eileen McDonnell
10900 Harper Avenue
Detroit, MI 48213
Phone: 313-921-1200
bids@pvschemicals.com

Polytec, Inc.
Attn: Jack Harmon
191 Barley Park Lane
Mooresville, NC 28115
Phone: 704-660-5195
jackharmon@polytecinc.net

Univar Solutions USA, Inc.
Attn: Stacy Ziegler
8201 S. 212th Street
Kent, WA 98032
Phone: 253-872-5023
muniteam-west@univarsolutions.com

BL131-21

Purchase of Phosphate Corrosion Inhibitor and Liquid Magnesium Hydroxide on an Annual Contract

Department of Water Resources

			Carus, LLC (OS)			Garrison Minerals, LLC (OS)			Polytec, Inc. (OS)		
ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	READY TO USE PRICE	TOTAL COST	UNIT PRICE	READY TO USE PRICE	TOTAL COST	UNIT PRICE	READY TO USE PRICE	TOTAL COST
1	Phosphate Corrosion Inhibitor	110,000 GAL	\$6.33		\$696,300.00	N/B		N/B	N/B		N/B
2	Liquid Magnesium Hydroxide	1,118,000 GAL	N/B	N/B	N/B	\$2.57	\$2.57	\$2,873,260.00	\$2.55	\$7.65	\$8,552,700.00
Parts, Materials and Equipment Percentage Charge Above Cost not to exceed 15% of Actual Costs			N/B			15%			15%		
Will Vendor Hold Pricing Firm? Renewal Option 1			0-25% increase			3-12% increase			2% increase		

			Premier Magnesia, LLC (OS)			Shannon Chemical Corporation (OS)			Sterling Water Technologies, LLC (OS)		
ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	READY TO USE PRICE	TOTAL COST	UNIT PRICE	READY TO USE PRICE	TOTAL COST	UNIT PRICE	READY TO USE PRICE	TOTAL COST
1	Phosphate Corrosion Inhibitor	110,000 GAL	N/B		N/B	\$12.17		\$1,338,700.00	\$7.52		\$827,200.00
2	Liquid Magnesium Hydroxide	1,118,000 GAL	\$2.67	\$5.63	\$6,294,340.00	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Materials and Equipment Percentage Charge Above Cost not to exceed 15% of Actual Costs			0%			N/B			N/B		
Will Vendor Hold Pricing Firm? Renewal Option 1			3-7.5% increase			TBD			5% decrease-35% increase		

Recommended Vendors:

Carus, LLC
 Attn: Samantha Pumo
 315 Fifth Street
 Peru, IL 61354
 Phone: 800-435-6856
bids@carusllc.com

Garrison Minerals, LLC
 Attn: Will Powell
 11901 W. 48th Avenue
 Wheat Ridge, CO 80033
 Phone: 720-264-9179
will@garrisonminerals.com



September 15, 2022

ADDENDUM #2

BL097-22, Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract

This Addendum is being issued to provide the following revisions and/or clarifications to the bid documents and answers to the questions received.

Make the following changes to the above referenced bid:

Revisions:

1. Please **replace and use** the attached revised compliance sheets for chemical #6, Liquid Calcium Hydroxide. Item #6 will now be #6A. 30% Liquid Calcium Hydroxide - Lime Slurry and #6B. 35% Liquid Calcium Hydroxide - Lime Slurry.
2. Please **replace and use** the attached revised compliance sheet for chemical #18, Magnesium Chloride (30% solution).
3. **Please replace and use the Revised Bid Schedule attached.** This includes the revision made to include #6A and #6B.
4. Please **revise** the answer for question #2 on Addendum #1 to the following:
The County intends to rebid calcium nitrate in the near future. Interested bidders should monitor the Gwinnett County Website for any upcoming solicitations.

Questions:

Q1. What sizes are the liquid oxygen tanks?

A1. The tank sizes are as follows: Lanier Filter Plant – One (700) gal, F. Wayne Hill – Two (13,000) gal, and Shoal Creek – Two (12,800) gal.

Q2. What sizes are the liquid nitrogen tanks?

A2. The tank sizes are as follows: Lanier Filter Plant – One (13,000) gal and Shoal Creek – One (175) gal.

Q3. Please provide the current price paid for each chemical if price is different than the previous tabulations.

A3. Please see Bid Tabulations issued in Addendum #1.

Q4. Could you please send me the SDS for the Brenntag product citric acid that you are currently receiving?

A4. Please see the attached SDS for the current product citric acid being utilized.

Q5. Could you also advise what application this Citric Acid product is being used for?

A5. Gwinnett County is currently using bulk loads of Citric Acid to clean the Suez 500D membranes as well as using totes of Citric Acid to acid wash the struvite from the piping at Ostara (Nutrient Recovery).

Q6. Please provide the actual quantity of each chemical ordered in the last year.

A6. Please see the quantity chart provided below for the current contract term.

Chemical	Quantity
Liquid Sodium Hydroxide (Caustic Soda)	161,139 Gallon
Calcium Hypochlorite (dry)	120 100 Pound Bucket
Chlorine (Liquid)	297 Ton
Phosphate Corrosion Inhibitor	46,023 Gallon
Fluorosilicic Acid	40,508 Gallon
Liquid Calcium Hydroxide (Lime Slurry)	57,185 100 Wet Pounds
Liquid Ferric Sulfate	43 275 Gallon Tote
Liquid Ferric Chloride (bulk)	19,272 Gallons
Liquid Oxygen (LOX)	716,564 100 Cubic Feet
Liquid Nitrogen	12,069 Liters
Calcium Oxide (Quicklime)	1,284 Ton
Sodium Hypochlorite (bulk liquid 12.5%)	224,581 Gallon
Sodium Hypochlorite (tote liquid 12.5%)	15 275 Gallon Tote
Citric Acid Based Cleaner (bulk)	73,462 Gallon
Citric Acid Based Cleaner (tote)	11 275 Gallon Tote
Hydrochloric Acid (32%)	9 275 Gallon Tote
Oxalic Acid Solution (bulk)	0 Gallon
Oxalic Acid Solution (tote)	0 275 Gallon Tote
Sodium Aluminate	0 330 Gallon Tote
Magnesium Chloride	0 Gallon

Q7. Can addendum be acknowledged via email, or does it have to be mailed in?

A7. An addendum can be acknowledged via email, only if there is **no** pricing included.

All bidders shall acknowledge receipt of this addendum by inserting its number and date in the Bid Form. Failure to do so may subject bidder to disqualification. This addendum forms a part of the Contract Documents.

Thank you,

Brittany Bryant

Brittany Bryant
Purchasing Associate II

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.
COMPLIANCE SHEETS

6A. 30% Liquid Calcium Hydroxide - Lime Slurry		Comply	Exception
1	Standards and Certifications		
1.1	Meet AWWA B202-13 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification.		
1.3	Provide certification following AWWA B202-13 Section 4.3.2 (or latest revision if newer AWWA standard has been published).		
2	Delivery Locations and Projected Annual Quantities		
2.1	Crooked Creek WRF	50,000 units of 100 pounds	
2.1	F. Wayne Hill WRC	165,000 units of 100 pounds	
2.3	Shoal Creek FP	32,000 units of 100 pounds	
2.4	Lanier FP	49,000 units of 100 pounds	
3	Material Specifications		
3.1	Provide 30% stabilized aqueous Calcium Hydroxide suspension, microparticulated under high rotary fusion. Use no quicklime in the slurry manufacturing process. Use only finely ground air-classified hydrated lime for preparation of the slurry.		
3.2	Meet the following product specifications: Percent Passing 100 Mesh Screen (99.9%), CaOH by weight (30%), Maximum Inert Ingredients (70%), Appearance (liquid, white suspension), Odor (none), Solubility in Water (0.1 g/100g), Specific Gravity (1.19-1.23), pH of Saturated Solution at 25 degrees Celsius (12.4).		
3.3	Meet requirements of AWWA B202-13 Section 4.3 (or latest revision if newer AWWA standard has been published) for impurities.		
4	Supplier Requirements		
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Upon delivery, dilute product to 22 percent CaOH by weight. Follow GCDWR guidelines provided by plant operators and use the Lime Dilution Table to determine volume of water needed to reach a 22 percent slurry. All deliveries require an inline hose basket strainer between tanker and bulk tank.		
4.4	Maintain on-site tank and feed system from the tank to the feed pump to ensure no blockage. If visible build-up occurs in tank, tank mixing system or feed lines, clean these systems to restore proper operations.		

Supplier Name _____

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COMPLIANCE SHEETS

6A. 30% Liquid Calcium Hydroxide - Lime Slurry (continued)		Comply	Exception
4.5	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.6	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.7	Bid as U.S. dollars per pound of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.8	Submit certified analysis including Percent Passing 100 Mesh Screen, CaOH Content by Weight, Inert Ingredients Content by Weight, Solubility in Water, Specific Gravity, and pH of Saturated Solution at 25 Degrees Celsius.		
4.9	Certify that the manufacturing process meets 3.1 above.		
4.10	Allow product manufacturing plant visits by GCDWR staff for the purpose of verification of the manufacturing process and inspection of plant hygiene.		
4.11	Deliver in a vehicle no longer than 54 feet from frontmost wheel center to rearmost wheel center.		
5	Testing, Verification & Payment		
5.1	Payment will be for units of 100 pounds of liquid received at each location.		
5.2	Review of certified analysis (see 4.8 above) by GCDWR.		
5.3	Review of certification required in 4.9 above.		
5.4	GCDWR may conduct additional sieve analysis and other analyses and may conduct manufacturing plant visits at its discretion.		
5.5	Trucks will be weighed upon arrival and after offloading, to verify the total pounds of product delivered.		

Supplier Name _____

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COMPLIANCE SHEETS

6B. 35% Liquid Calcium Hydroxide - Lime Slurry		Comply	Exception
1 Standards and Certifications			
	None specified.		
2 Delivery Locations and Projected Annual Quantities			
2.1	Crooked Creek WRF	43,000 units of 100 pounds	
2.2	F Wayne Hill WRC	142,000 units of 100 pounds	
3 Material Specifications			
3.1	Provide 35% stabilized aqueous Calcium Hydroxide suspension.		
3.2	Meet the following product specifications: - Calcium Hydroxide Concentration 34% to 36% - Magnesium Oxide Concentration less than 3.0% - Silica less than 2.0% - Water balance - pH 12.4 to 12.5 - Specific Gravity 1.20 to 1.27 - Solubility 1.6 g/L @ 25 degrees C		
4 Supplier Requirements			
4.1	Ship in bulk by truck by manufacturer's tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, tanker port seal #s and Bill of Lading for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.4	Comply with all federal, state, and local regulations associated with the transportation of this chemical.		
4.5	Bid as U.S. dollars per pound of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.6	Submit certified analysis after each order is placed. Certified analysis shall include at a minimum all parameters included in section 3.2.		
4.7	Allow product manufacturing plant visits by GCDWR staff for the inspection of plant hygiene.		
4.8	Deliver in a vehicle no longer than 54 feet from frontmost wheel center to rearmost wheel center.		
5 Testing, Verification & Payment			
5.1	Payment will be for units of 100 pounds of liquid received at each location.		
5.2	Review of certified analysis (see 4.6 above) by GCDWR.		
5.3	GCDWR may conduct additional analyses and may conduct manufacturing plant visits at its discretion.		
5.4	Trucks will be weighed upon arrival and after offloading, to verify the total pounds of product delivered.		

Supplier Name _____

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COMPLIANCE SHEETS

18. Magnesium Chloride (30% solution)			
1	Standards and Certifications		
1.1	None specified.		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC	50,000 gallons	
3	Material Specifications		
3.1	30% to 32% Magnesium Chloride Less than 0.40% Magnesium Less than 0.65% Potassium Chloride Less than 0.70% Sodium Chloride Less than 0.10% Calcium Chloride Less than 0.50% Bromide Less than 10 mg/kg Iron Less than 0.1% Insoluble Material Specific Gravity: 1.29 +/- 0.02 pH (of 5% solution): 7.0 to 9.0 Bulk Density: 10.6 lb./gal to 10.9 lb./gal		
4	Vendor Requirements		
4.1	Ship by truck in bulk containers rated for this product.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Bid as U.S. dollars per gallon, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.4	Submit certified analysis including MgCl ₂ content.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of product received at each location.		
5.2	Review of certified analysis (see 4.4 above) by GCDWR.		

Supplier Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

R30

BID SCHEDULE

Item #	Product	Description	Approx. Annual Qty.	Unit Price	Total	** Renewal Option 1	** Renewal Option 2
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	340,500 Gal	\$ /gal	\$	%	%
2	Calcium Hypochlorite - dry	Dry Product in 100 Pound Buckets	450 100 Lbs. Bucket	\$ /bucket	\$	%	%
3	Chlorine - Liquid	Liquid in Standard DOT One Ton Containers	450 Ton	\$ /ton	\$	%	%
4	Phosphate Corrosion Inhibitor	Bulk Solution	110,000 Gal	\$ /gal	\$	%	%
5	Fluorosilicic Acid	Bulk Solution	76,000 Gal	\$ /gal	\$	%	%
6A	30% Liquid Calcium Hydroxide - Lime Slurry	Bulk Slurry	296,000 100 Wet Lbs.	\$ /lb.	\$	%	%
6B	35% Liquid Calcium Hydroxide - Lime Slurry	Bulk Slurry	185,000 100 Wet Lbs.	\$ /lb.	\$	%	%
7	Liquid Ferric Sulfate	Solution in 275 Gallon Totes	100 275-Gal Tote	\$ /tote	\$	%	%
8	Liquid Ferric Chloride - bulk	Bulk Solution	33,000 Gal	\$ /gal	\$	%	%
9	Liquid Oxygen – LOX	Bulk Liquid	1,130,000 100 Cubic Ft	\$ /cubic ft	\$	%	%
9a	Non-Emergency Labor Equipment Maintenance	Per Person, Business Hours (7am-4pm, M-F)	16 Hr	\$ /Hr	\$	%	%
9b	Non-Emergency Labor Equipment Maintenance	Per Person, Non-Business Hours	16 Hr	\$ /Hr	\$	%	%
9c	Emergency Labor Equipment Maintenance	Per Person, Business Hours (7am-4pm, M-F)	16 Hr	\$ /Hr	\$	%	%
9d	Emergency Labor Equipment Maintenance	Per Person, Non-Business Hours	16 Hr	\$ /Hr	\$	%	%
10	Liquid Nitrogen	Bulk Liquid	27,000 L	\$ /L	\$	%	%
10a	Non-Emergency Labor Equipment Maintenance	Per Person, Business Hours (7am-4pm, M-F)	16 Hr	\$ /Hr	\$	%	%
10b	Non-Emergency Labor Equipment Maintenance	Per Person, Non-Business Hours	16 Hr	\$ /Hr	\$	%	%

SUPPLIER NAME _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

R31

BID SCHEDULE CONTINUED

Item #	Product	Description	Approx. Annual Qty.	Unit Price	Total	** Renewal Option 1	** Renewal Option 2
10c	Emergency Labor Equipment Maintenance	Per Person, Business Hours (7am-4pm, M-F)	16 Hr	\$ /Hr	\$	%	%
10e	Emergency Labor Equipment Maintenance	Per Person, Non-Business Hours	16 Hr	\$ /Hr	\$	%	%
10f	Parts, Material and Equipment, Percentage Charge Above Cost (Not to Exceed 15% of Actual Costs)		\$15,000.00	%	\$	%	%
11	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 Ton	\$ /Ton	\$	%	%
12	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 Gal	\$ /Gal	\$	%	%
13A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 Gal	\$ /Gal	\$	%	%
13B	Sodium Hypochlorite - tote liquid 12.5%	Solution in 275 Gallon Totes	15 275-Gal Tote	\$ /Tote	\$	%	%
14A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 Gal	\$ /Gal	\$	%	%
14B	Citric Acid Based Cleaner - tote	Solution in 275 Gallon Totes	10 275-Gal Tote	\$ /Tote	\$	%	%
15	Hydrochloric Acid - 32%	Solution in 275 Gallon Totes	19 275-Gal Tote	\$ /Tote	\$	%	%
16A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 Gal	\$ /Gal	\$	%	%
16B	Oxalic Acid Solution, tote	Solution in 275 Gallon Totes	70 275-Gal Tote	\$ /Tote	\$	%	%
17	Sodium Aluminate	Solution in 330 Gallon Totes	10 330-Gal Tote	\$ /Tote	\$	%	%
18	Magnesium Chloride	Bulk Solution	50,000 Gal	\$ /Gal	\$	%	%
BID TOTAL					\$		

NOTE:

** If a percentage increase/decrease will be needed for the renewal period(s), note this in the space provided. Please use (+) for increase and (-) for decrease. Use a realistic percentage or percentage range based on market forecasting. Gwinnett County can only negotiate within the range indicated on the bid document. (Example, if a supplier indicates 3-15% and the market increases 20%, the supplier will only be allowed to increase up to 15%). If the increase will apply only to certain line items, please specify in the space provided.

SUPPLIER NAME _____



September 15, 2022

ADDENDUM #3

BL097-22, Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract

This Addendum is being issued to provide the following revisions and/or clarifications to the bid documents and answers to the questions received.

Make the following changes to the above referenced bid:

Questions:

Q1. Due to a force majeure from one of the larger raw material suppliers, Will Gwinnett County accept pricing for a contract starting on January 1, 2023, for Phosphate Corrosion Inhibitor?

A1. Per the Invitation to Bid, this contract is to begin on December 04, 2022, or upon award.

All bidders shall acknowledge receipt of this addendum by inserting its number and date in the Bid Form. Failure to do so may subject bidder to disqualification. This addendum forms a part of the Contract Documents.

Thank you,

Brittany Bryant

Brittany Bryant
Purchasing Associate II



September 21, 2022

ADDENDUM #4

BL097-22, Purchase of Water Treatment and Water Reclamation Chemicals on an Annual Contract

This Addendum is being issued to provide the following revisions and/or clarifications to the bid documents and answers to the questions received.

Make the following change to the above referenced bid:

Revisions:

1. Please **replace and use** the attached revised compliance sheet for chemical #18, Magnesium Chloride (30% solution). The only change made was 3.1, line item #2; "Less than 0.40% Magnesium" was replaced with "Less than 0.40% Manganese".

All bidders shall acknowledge receipt of this addendum by inserting its number and date in the Bid Form. Failure to do so may subject bidder to disqualification. This addendum forms a part of the Contract Documents.

Thank you,

Brittany Bryant

Brittany Bryant
Purchasing Associate II

COMPLIANCE SHEETS

18. Magnesium Chloride (30% solution)			
1	Standards and Certifications		
1.1	None specified.		
2	Delivery Locations and Projected Annual Quantities		
2.1	F. Wayne Hill WRC	50,000 gallons	
3	Material Specifications		
3.1	30% to 32% Magnesium Chloride Less than 0.40% Manganese Less than 0.65% Potassium Chloride Less than 0.70% Sodium Chloride Less than 0.10% Calcium Chloride Less than 0.50% Bromide Less than 10 mg/kg Iron Less than 0.1% Insoluble Material Specific Gravity: 1.29 +/- 0.02 pH (of 5% solution): 7.0 to 9.0 Bulk Density: 10.6 lb./gal to 10.9 lb./gal		
4	Vendor Requirements		
4.1	Ship by truck in bulk containers rated for this product.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Bid as U.S. dollars per gallon, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.4	Submit certified analysis including MgCl ₂ content.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of product received at each location.		
5.2	Review of certified analysis (see 4.4 above) by GCDWR.		

Supplier Name _____



November 02, 2022

**INVITATION TO BID
BL137-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Purchase of Chlorine and Sodium Hypochlorite on a Six (6) Month Contract with Four (4) Renewal Options** for the Department of Water Resources.

Bid Submittal Date and Location:

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. **Bids will be received until 2:50 P.M. local time on November 16, 2022** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcountry.com.

Instruction on Submitting Questions:

Questions regarding bids should be directed to Brittany Bryant, Purchasing Associate II, at Brittany.Bryant@gwinnettcountry.com or by calling 770-822-7759, no later than **3:00PM on November 9, 2022**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful contractors will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the contractor(s) submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, www.gwinnettcountry.com and companies submitting a bid will be notified via email.

We look forward to your bid and appreciate your interest in Gwinnett County.

Brittany Bryant
Purchasing Associate II

**The following pages should be returned in duplicate as your bid: Compliance Sheets, Pages 4-6
Bid Schedule, Page 7-8
References, Page 9-10
Contractor Affidavit and Agreement, Page 11
Code of Ethics, Page 12**

I. SCOPE

The intent of this contract is to obtain pricing for Chlorine and Sodium Hypochlorite. Suppliers may submit pricing for one or both chemicals. Contract to begin on December 04, 2022 or upon award through December 03, 2023. Pricing should be submitted for a six (6) month contract with four (4) additional six (6) month periods.

II. REQUIREMENTS

- A. Quantities listed are estimated based on historical usage and no guarantee as to amounts to be purchased is implied.
- B. Gwinnett County will order product on an "as-needed" basis.
- C. **All prices shall be FOB Destination Pre-Paid and Allowed to various county delivery addresses.**
- D. Successful supplier shall be required to supply Gwinnett County with Safety Data Sheets (SDS) on chemical, as detailed in the Compliance Sheets below.
- E. Samples:
 - i. When requested, suppliers must supply samples of proposed products at no cost to Gwinnett County for evaluation by Gwinnett County to determine specification compliance. Costs for such analyses will be borne by Gwinnett County. During the contract period, samples may be collected and analyzed by Gwinnett County upon delivery to determine specification compliance. Shipments that do not meet specifications will be rejected, and all cost for shipment, analysis, and removal/clean out will be the responsibility of the supplier. Samples should be delivered no later than five business days from request.
- F. All invoices must show date received, Gwinnett County order number and the Gwinnett County bid number.
- G. Delivery:
 - i. Clean up of spills that occur during delivery shall be the responsibility of the supplier.
 - ii. Only quantities specifically ordered for each location will be accepted due to storage vessel size or other on-site limitations.
 - iii. No partial deliveries will be accepted without prior approval.
 - iv. Each delivery must be signed by an attendant at the delivery site. Each delivery ticket must reflect the actual amount of product delivered at that site. It is the supplier's responsibility to measure the amount being delivered to each location. Each location must be invoiced separately.
- H. Due to the extreme importance of these materials to the efficient operation of the Gwinnett County operations, each bidder must confirm with supplier that they can supply/allocate material to Gwinnett County prior to submitting a bid.

III. SPECIFICATIONS

See the tabular specifications on the following pages for requirements in the following categories:

- a. Standards and Certifications – This section contains references to AWWA, NSF, ASTM, and other standards and certifications required to be met for the various products.
- b. Delivery Locations and Projected Six (6) Month Quantities – This section contains the name of the facility that may order and receive the chemical, and a projected quantity that is provided for reference only. Actual quantities will differ from the quantities provided, and some chemicals may not be ordered at all. Refer to the Delivery Locations table for facility addresses and contact information.
- c. Material Specifications – This section contains requirements for chemical concentrations, purities, exceptions to standards, and other specifics of the product to be delivered.

- d. Supplier Requirements – This section contains delivery requirements, submittal requirements, and other items incumbent upon the supplier to provide.
- e. Testing, Verification & Payment – This section contains verification methods for delivered quantities, labeling requirements, sampling and testing requirements and options, payment terms, and other related information.
- f. Compliance Sheets - Each numbered specification line item contains a field for “Comply” and one for “Exception”. Check the “Comply” field if the specification WILL BE complied with, without any exceptions. **Check the “Exception” field if the specification WILL NOT BE complied with and provide an attached explanation of the requested exception.** Exceptions will be evaluated by Gwinnett County staff and may be cause for rejection of the bid if the exception will cause a performance issue or other unacceptable condition in the opinion of Gwinnett County staff.

IV. ABBREVIATIONS AND ACRONYMS

The following abbreviations and acronyms are used in the product specifications:	
ARV	Air Release Valve
ASTM	ASTM International (formerly American Society for Testing & Materials)
AWWA	American Water Works Association
FMCSA	Federal Motor Carrier Safety Administration
FOB	Freight On Board (prepaid and allowed)
FP	Filter Plant (Water Production)
GCDWR	Gwinnett County Department of Water Resources
NSF	NSF International (formerly National Sanitation Foundation)
ppm	Parts per Million
PS	Pump Station (Water Reclamation)
SCADA	Supervisory Controls and Data Acquisition
SDS	Safety Data Sheets (formerly Material Safety Data Sheets or MSDS)
USDOT	United States Department of Transportation
WRC	Water Resources Center
WRF	Water Reclamation Facility

V. DELIVERY LOCATIONS

Delivery locations are listed below.

Note: Suppliers qualifying their bid by requiring minimum delivery orders may be deemed non- responsive.

Facility	Street Address	City
Alcovy River PS	1344 Highway 29	Lawrenceville
F. Wayne Hill WRC	One Water Way	Buford
Ivey Creek PS	One Water Way	Buford
Lanier Filter Plant	2601 Buford Dam Rd	Buford
Level Creek PS	5138 Settles Bridge Rd.	Suwanee
NCI PS	4858 River Hollow Run	Norcross
Shoal Creek Filter Plant	1755 Buford Dam Rd	Buford
Yellow River WRF	858 Tom Smith Road	Lilburn

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.
COMPLIANCE SHEETS

1. Chlorine - Liquid		Comply	Exception
1	Standards and Certifications		
1.1	Comply with AWWA B301-10 or latest revision if newer AWWA standard has been published.		
1.2	Meet NSF-60. Submit proof of NSF certification with your bid. Failure to submit with bid may result in supplier being deemed non-responsive.		
1.3	Beyond AWWA B301-10, the vaporized Chlorine must be not less than 99.9% Cl ₂ (volume/volume). This 3-log requirement is to minimize particulate matter.		
1.4	Beyond AWWA B301-10, limit lead content to not more than 1 ppm.		
1.5	Beyond AWWA B301-10, limit moisture content to not more than 100 ppm.		
1.6	Beyond AWWA B301-10, limit residue on evaporation to not more than 100 ppm.		
1.7	Meet all safety guidelines and standards of the Chlorine Institute document "Chlorine Basics" (formerly the "Chlorine Manual") available from the Chlorine Institute online bookstore.		
1.8	Meet all Federal safety guidelines administered by OSHA.		
2	Delivery Locations and Projected Six (6) Month Quantities		
2.1	Shoal Creek FP 90 containers		
2.2	Lanier FP 150 containers		
3	Material Specifications		
3.1	Follow AWWA B301-10 (or latest revision if newer AWWA standard has been published) for all material specifications, with the exceptions above in 1.4 through 1.7.		
4	Supplier Requirements		
4.1	Ship by truck in standard one-ton containers meeting US Code of Federal Regulations (CFR) DOT Class 106A500X or DOT Class 106A500W.		
4.2	Deliver product within 72 hours of order placement by GCDWR or a mutually agreed to delivery schedule.		
4.3	Pick up empty containers as requested by GCDWR and maintain an inventory of containers such that full containers can be supplied without needing to pick up empty containers.		
4.4	Use only containers that have passed hydrostatic testing requirements contained in Chlorine Institute Pamphlet 17 Section 6.1.2. Stamp containers with the date of the most recent hydrostatic test. Test frequency is 5 years, with exceptions noted in Pamphlet 17.		
4.5	Use only valves that are not misaligned (bent) and are fully functional.		
4.6	Torque valves to the range recommended by the Chlorine Institute.		
4.7	At the end of the contract period, pick up all containers and apply contract credit for all full containers.		

COMPANY NAME _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.
COMPLIANCE SHEETS

1. Chlorine - Liquid (continued)		Comply	Exception
4.8	For safety and security purposes send an email 24 hours before delivery to Plant Manager and Operations Supervisor at the delivery location (Contacts will be provided in the request for delivery). Include driver's name, copy of driver's license, and a list of all container identification numbers for verification upon delivery. Drivers are required to wear appropriate Personal Protective Equipment during offloading procedures.		
4.9	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.10	Bid as U.S. dollars per one ton container, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.11	Submit certified analysis including Moisture Content, Total Heavy Metals Content, Lead Content, Mercury Content, Arsenic Content, Nonvolatile Residue Content, Carbon Tetrachloride Content, and Trihalomethanes Content upon request.		
4.12	Meet ton container specifications from the Chlorine Institute Pamphlet 17, Section 3.2. Adhere to limits on re-tapping openings in Section 3.2.3. Inspect containers internally at least annually, in addition to the requirements of Section 3.5.3 and Section 4.2. Follow procedures in Section 3.8 for internal inspections. Perform internal cleaning if loose scale or other impurities are found, using procedures detailed in Section 3.9.2. Perform external inspections meeting the requirements of Section 3.7 at least annually, in addition to external inspection triggers contained in Section 3.7. Observe the limits on defects contained in Section 3.7.3 through 3.7.10.		
5	Testing, Verification & Payment		
5.1	Payment will be for units of one-ton containers received at each location.		
5.2	Review of certified analysis (see 4.11 above) by GCDWR.		
5.3	GCDWR will inspect container valves for compliance with AWWA and will label and reject any container not in compliance.		
5.4	GCDWR will label and reject any leaking container(s) at the time of delivery and will notify the regulatory agencies having jurisdiction over hazardous materials releases.		
5.5	Containers will be weighed after offloading, to verify the total tons of chlorine liquid delivered.		

COMPANY NAME _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.
COMPLIANCE SHEETS

2. Sodium Hypochlorite - bulk liquid 12.5%		Comply	Exception
1	Standards and Certifications		
1.1	Comply with AWWA B300-10 or latest revision if newer AWWA standard has been published.		
2	Delivery Locations and Projected Six (6) Month Quantities		
2.1	F. Wayne Hill WRC 112,500 gallons		
2.2	Yellow River WRF 40,000 gallons		
2.3	Alcovy River PS 750 gallons		
2.4	Ivey Creek PS 250 gallons		
2.5	Level Creek PS 3,750 gallons		
2.6	NCI PS 3,250 gallons		
3	Material Specifications		
3.1	Comply with the physical requirements of AWWA B300-10 Section 4.2.3 (or latest revision if newer AWWA standard has been published).		
3.2	Comply with the chemical requirements of AWWA B300-10 Section 4.3.3 (or latest revision if newer AWWA standard has been published).		
3.3	Comply with the impurities and product certification requirements of AWWA B300-10 Section 4.4 (or latest revision if newer AWWA standard has been published).		
4	Supplier Requirements		
4.1	Ship in bulk by truck by manufacturer’s tanker or a certified food grade carrier.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule .		
4.3	Comply with USDOT FMCSA Regulations for transport of hazardous materials.		
4.4	Bid as U.S. dollars per gallon of liquid, rounded up to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.5	Submit certified analysis including insoluble matter by weight (percent), available chlorine (grams per liter), and total free alkali expressed as NaOH (percent by weight) upon request .		
4.6	At the Yellow River WRF location, delivery may be split into two locations on the plant site. No separate or additional payment will be made for split load deliveries.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of liquid received at each location.		
5.2	Review of certified analysis (see 4.5 above) by GCDWR.		
5.3	Trucks will be weighed upon arrival and after offloading, to verify the total gallons of product delivered. In some cases, tank levels or truck tickets may be used instead.		

COMPANY NAME _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID MAY RESULT IN REJECTION OF BID.

BID SCHEDULE

ITEM #	DESCRIPTION	Estimated Six-Month Usage	DELIVERY A.R.O	Unit Price	TOTAL PRICE
1.	Chlorine – Liquid in Standard DOT Containers	225 TONS		\$ /TON	\$
2.	Sodium Hypochlorite - Bulk Liquid Solution 12.5%	160,500 GALLONS		\$ /GAL	\$
TOTAL					\$

** If a percentage increase will be a part of this bid, note this in the space provided. Use a realistic percentage or percentage range based on market forecasting. Gwinnett County can only negotiate within the range indicated on the bid document. (Example, if a supplier indicates 3-15% and the market increases 20%, the supplier will only be allowed to increase up to 15%). If the increase will apply only to certain line items, please specify in the space provided.

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin December 04, 2022 or upon award.

If a percentage increase/decrease will be a part of this bid, please note this in the space provided together with an explanation.

Renewal Option 1: _____ % Increase / Decrease circle one

Renewal Option 2: _____ % Increase / Decrease circle one

Renewal Option 3: _____ % Increase / Decrease circle one

Renewal Option 4: _____ % Increase / Decrease circle one

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County’s rights or remedies by law.

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County’s termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

The undersigned acknowledges receipt of the following addenda, listed by number and date as issued appearing on each:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
_____	_____	_____	_____

Certification Of Non-Collusion in Bid Preparation _____
Signature
Date

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy OCGA § 13-10-91 and Rule 300-10-1-02, in all manner, and such are conditions of the contract.

COMPANY NAME _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID MAY RESULT IN REJECTION OF BID.

BID SCHEDULE CONTINUED

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Bidders" and all documents referred to therein, if this bid is accepted by the Board of Commissioners within ninety (90) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to bidders.

Legal Business Name _____
(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID _____ Gwinnett County Vendor Number _____

Address _____

Does your company currently have a location within Gwinnett County? Yes No

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

Email Address _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

REFERENCES

Gwinnett County requests a minimum of three (3) references where similar services for similarly sized municipalities has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the contract being bid on. Do not submit a project list in lieu of this form.

1. Company Name _____

Brief Description of Project _____

Contract Amount \$_____ Average daily flow: _____

Miles of gravity sewer piping:_____ Miles of pressurized sewer piping: _____

Number of pump stations:_____ Range of pump station capacity: _____

Dose of chemical(s) used for odor control and corrosion protection: _____

Start Dates _____ Completion Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Contract Amount \$_____ Average daily flow: _____

Miles of gravity sewer piping:_____ Miles of pressurized sewer piping: _____

Number of pump stations:_____ Range of pump station capacity: _____

Dose of chemical(s) used for odor control and corrosion protection: _____

Start Dates _____ Completion Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

Company Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

REFERENCES CONTINUED

3. Company Name _____

Brief Description of Project _____

Contract Amount \$_____ Average daily flow: _____

Miles of gravity sewer piping:_____ Miles of pressurized sewer piping: _____

Number of pump stations:_____ Range of pump station capacity: _____

Dose of chemical(s) used for odor control and corrosion protection: _____

Start Dates _____ Completion Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

Company Name _____



BL137-22, Purchase of Chlorine and Sodium Hypochlorite on a Six (6) Month Contract

CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____ (Company Submitting Bid/Proposal)

2. (Please check <input checked="" type="checkbox"/> one box below)
<input type="checkbox"/> No information to disclose <i>(complete only section 4 below)</i>
<input type="checkbox"/> Disclosed information below <i>(complete section 3 & section 4 below)</i>

3. (if additional space is required, please attach list)	
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20____
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public

Title of Authorized Officer or Agent of Contractor	(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com

INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

- ✓ Bodily Injury by Accident - \$100,000 each accident
- ✓ Bodily Injury by Disease - \$500,000 policy limit
- ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance

(a) \$500,000 limit of liability per occurrence for bodily injury and property damage

(b) The following additional coverage must apply:

- ✓ 1986 (or later) ISO Commercial General Liability Form
- ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
- ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
- ✓ Blanket Contractual Liability
- ✓ Broad Form Property Damage
- ✓ Severability of Interest
- ✓ Underground, explosion, and collapse coverage
- ✓ Personal Injury (deleting both contractual and employee exclusions)
- ✓ Incidental Medical Malpractice
- ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance

(a) \$500,000 limit of liability per occurrence for bodily injury and property damage

(b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles

(c) Additional Insured Endorsement

(d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability

(a) The following additional coverage must apply

- ✓ Additional Insured Endorsement
- ✓ Concurrency of Effective Dates with Primary
- ✓ Blanket Contractual Liability
- ✓ Drop Down Feature
- ✓ Care, Custody, and Control - Follow Form Primary
- ✓ Aggregates: Apply Where Applicable in Primary
- ✓ Umbrella Policy must be as broad as the primary policy

5. Environmental Liability Insurance- \$1,000,000

6. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

7. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
8. Certificate Holder should read:
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
16. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
18. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may

be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XV. CONTRACT

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. INELIGIBLE BIDDERS

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform Enhancements for 2013. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department

of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the

Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcountry.com.

XXXIII. PENDING LITIGATION:

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing on the second floor.

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

BL137-22

Buyer Initials: BB

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE



November 10, 2022

ADDENDUM #1

BL137-22, Purchase of Chlorine and Sodium Hypochlorite on a Six (6) Month Contract

This Addendum is being issued to provide the following revisions and/or clarifications to the bid documents and answers to the questions received.

Make the following changes to the above referenced bid in all places necessary:

Questions:

Q1. Why are Chlorine and Sodium Hypochlorite being rebid from BL097-22?

A1. The bids received for Chlorine and Sodium Hypochlorite (bulk liquid 12.5% Bulk Solution) are not recommended for award and have been deemed non-responsive.

Q2. Does the County have any truck requirements for deliveries?

A2. There are no truck restrictions for sodium hypochlorite, however only flatbed trucks should be utilized for chlorine deliveries.

Q3. How many Chlorine tons are ordered/shipped at a time at each plant, Shoal Creek and Lanier?

A3. Eight cylinders (1 ton per cylinder) at each facility.

Q4. The invitation states there are some locations that take under 1,000 gals in 6 months. Will this be a split load of bulk between these locations that do not take very much?

A4. Yes, this will be a split load of bulk between those locations.

Q5. Please provide the previous tabulation and the duration of price firmness.

A5. Please see the attached BL090-21 tabulation with a duration of 12 months of price firmness . Note that BL097-22 has not been awarded to date.

Q6. Is the Contractor Affidavit a requirement to submit a bid?

A6. No, a Contractor Affidavit is not a requirement to submit a bid.

Attachments (in order):

* BL090-21 Bid Tabulation

All bidders shall acknowledge receipt of this addendum by inserting its number and date in the Bid Form. Failure to do so may subject bidder to disqualification. This addendum forms a part of the Contract Documents.

Thank you,

Brittany Bryant

Brittany Bryant
Purchasing Associate II

BL090-21

Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources

Item #	Product	Description	Approx. Annual Qty.	Affinity Chemical, LLC (OS)			Airgas USA, LLC (L)			Brenntag Mid-South, Inc. (OC)		
				Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	318,940 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$1.20	\$381,452.24	15-30%
2	Calcium Hypochlorite - dry	Dry Product	355 100 lb. bucket	N/B	N/B	N/B	N/B	N/B	N/B	\$149.00	\$52,895.00	15-30%
3	Chlorine - Liquid	Liquid in Standard DOT Containers	480 ton	N/B	N/B	N/B	N/B	N/B	N/B	\$1,424.00	\$683,520.00	15-30%
4	Phosphate Corrosion Inhibitor - REJECTED	Bulk Solution	110,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
5	Fluorosilicic Acid	Bulk Solution	76,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
6	Liquid Calcium Hydroxide- Lime Slurry	Bulk Slurry	81,000 100 wet lbs.	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
7	Liquid Ferric Sulfate	Solution in Totes	75 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	\$816.00	\$61,200.00	15-30%
8	Liquid Ferric Chloride - bulk	Bulk Solution	23,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
9	Liquid Oxygen - LOX	Bulk Liquid	1,130,000 100 cubic ft	N/B	N/B	N/B	\$0.24	\$271,200.00	5%	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	\$125.00	\$2,000.00	0%	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	\$125.00	\$2,000.00	0%	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	\$175.00	\$2,800.00	0%	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	\$175.00	\$2,800.00	0%	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%							15%					
10	Liquid Nitrogen	Bulk Liquid	27,000 liter	N/B	N/B	N/B	\$0.15	\$4,050.00	5%	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	\$125.00	\$2,000.00	0%	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	\$125.00	\$2,000.00	0%	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	\$175.00	\$2,800.00	0%	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	\$175.00	\$2,800.00	0%	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%							15%					
11	Calcium Nitrate	Bulk Solution	546,700 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
12	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
13	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 gal	\$0.85	\$1,343,921.50	0-5%	N/B	N/B	N/B	N/B	N/B	N/B
14A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$1.55	\$497,229.00	15-30%
14B	Sodium Hypochlorite - tote liquid 12.5%	Solution in Totes	15 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	\$687.50	\$10,312.50	15-30%
15A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$9.24	\$1,034,476.80	15-30%
15B	Citric Acid Based Cleaner - tote	Solution in Totes	10 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	\$3,791.00	\$37,910.00	15-30%
16	Hydrochloric Acid - 32%	Solution in Totes	19 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	\$840.00	\$15,960.00	15-30%
17	Liquid Magnesium Hydroxide - REJECTED	Bulk Solution	1,118,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
18A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$1.43	\$28,500.00	15-30%
18B	Oxalic Acid Solution, tote	Solution in Totes	70 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	\$1,042.25	\$72,957.50	15-30%
19	Sodium Aluminate	Solution in Totes	10 330-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	\$1,602.99	\$16,029.90	15-30%
BID TOTAL				\$1,343,921.50			\$294,450.00			\$2,892,442.94		

BL090-21

Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources

Item #	Product	Description	Approx. Annual Qty.	Burnett Lime Company, Inc. (OS)			C&S Chemicals (OC)			Carause Lime & Stone, Inc. (OS)		
				Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	318,940 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
2	Calcium Hypochlorite - dry	Dry Product	355 100 lb. bucket	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
3	Chlorine - Liquid	Liquid in Standard DOT Containers	480 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
4	Phosphate Corrosion Inhibitor - REJECTED	Bulk Solution	110,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
5	Fluorosilicic Acid	Bulk Solution	76,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
6	Liquid Calcium Hydroxide- Lime Slurry	Bulk Slurry	81,000 100 wet lbs.	\$6.80	\$550,800.00	0%	N/B	N/B	N/B	N/B	N/B	N/B
7	Liquid Ferric Sulfate	Solution in Totes	75 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
8	Liquid Ferric Chloride - bulk	Bulk Solution	23,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
9	Liquid Oxygen – LOX	Bulk Liquid	1,130,000 100 cubic ft	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
10	Liquid Nitrogen	Bulk Liquid	27,000 liter	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
11	Calcium Nitrate	Bulk Solution	546,700 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
12	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 ton	N/B	N/B	N/B	N/B	N/B	N/B	\$264.40	\$475,920.00	0%
13	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 gal	N/B	N/B	N/B	\$0.78	\$1,236,300.00	0-15%	N/B	N/B	N/B
14A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
14B	Sodium Hypochlorite - tote liquid 12.5%	Solution in Totes	15 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15B	Citric Acid Based Cleaner - tote	Solution in Totes	10 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
16	Hydrochloric Acid - 32%	Solution in Totes	19 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
17	Liquid Magnesium Hydroxide - REJECTED	Bulk Solution	1,118,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
18A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
18B	Oxalic Acid Solution, tote	Solution in Totes	70 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
19	Sodium Aluminate	Solution in Totes	10 330-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
BID TOTAL				\$550,800.00			\$1,236,300.00			\$475,920.00		

BL090-21

Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources

Item #	Product	Description	Approx. Annual Qty.	Chemtrade Chemicals US, LLC (OS)			Cheney Lime Company, Inc. (OS)			Evoqua Water Technologies, LLC (OS)		
				Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	318,940 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
2	Calcium Hypochlorite - dry	Dry Product	355 100 lb. bucket	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
3	Chlorine - Liquid	Liquid in Standard DOT Containers	480 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
4	Phosphate Corrosion Inhibitor - REJECTED	Bulk Solution	110,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
5	Fluorosilicic Acid	Bulk Solution	76,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
6	Liquid Calcium Hydroxide- Lime Slurry	Bulk Slurry	81,000 100 wet lbs.	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
7	Liquid Ferric Sulfate	Solution in Totes	75 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
8	Liquid Ferric Chloride - bulk	Bulk Solution	23,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
9	Liquid Oxygen - LOX	Bulk Liquid	1,130,000 100 cubic ft	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
10	Liquid Nitrogen	Bulk Liquid	27,000 liter	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
11	Calcium Nitrate	Bulk Solution	546,700 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$2.55	\$1,394,085.00	0-9.9%
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%										15%	
12	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 ton	N/B	N/B	N/B	\$196.00	\$352,800.00	2-15%	N/B	N/B	N/B
13	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 gal	\$1.32	\$2,092,200.00	10%	N/B	N/B	N/B	N/B	N/B	N/B
14A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
14B	Sodium Hypochlorite - tote liquid 12.5%	Solution in Totes	15 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15B	Citric Acid Based Cleaner - tote	Solution in Totes	10 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
16	Hydrochloric Acid - 32%	Solution in Totes	19 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
17	Liquid Magnesium Hydroxide - REJECTED	Bulk Solution	1,118,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
18A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
18B	Oxalic Acid Solution, tote	Solution in Totes	70 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
19	Sodium Aluminate	Solution in Totes	10 330-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
BID TOTAL				\$2,092,200.00			\$352,800.00			\$1,394,085.00		

BL090-21

Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources

Item #	Product	Description	Approx. Annual Qty.	G20 Technologies, LLC (OS)			Kemira Water Solutions, Inc. (OS)			Lhoist North America of Alabama, LLC (OS)		
				Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	318,940 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
2	Calcium Hypochlorite - dry	Dry Product	355 100 lb. bucket	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
3	Chlorine - Liquid	Liquid in Standard DOT Containers	480 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
4	Phosphate Corrosion Inhibitor - REJECTED	Bulk Solution	110,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
5	Fluorosilicic Acid	Bulk Solution	76,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
6	Liquid Calcium Hydroxide- Lime Slurry	Bulk Slurry	81,000 100 wet lbs.	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
7	Liquid Ferric Sulfate	Solution in Totes	75 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
8	Liquid Ferric Chloride - bulk	Bulk Solution	23,000 gal	N/B	N/B	N/B	\$2.06	\$47,380.00	0%	N/B	N/B	N/B
9	Liquid Oxygen - LOX	Bulk Liquid	1,130,000 100 cubic ft	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
10	Liquid Nitrogen	Bulk Liquid	27,000 liter	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
11	Calcium Nitrate	Bulk Solution	546,700 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
12	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 ton	N/B	N/B	N/B	N/B	N/B	N/B	\$282.64	\$508,752.00	N/B
13	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 gal	\$0.88	\$1,394,800.00	0-7%	N/B	N/B	N/B	N/B	N/B	N/B
14A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
14B	Sodium Hypochlorite - tote liquid 12.5%	Solution in Totes	15 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15B	Citric Acid Based Cleaner - tote	Solution in Totes	10 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
16	Hydrochloric Acid - 32%	Solution in Totes	19 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
17	Liquid Magnesium Hydroxide - REJECTED	Bulk Solution	1,118,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
18A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
18B	Oxalic Acid Solution, tote	Solution in Totes	70 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
19	Sodium Aluminate	Solution in Totes	10 330-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
BID TOTAL				\$1,394,800.00			\$47,380.00			\$508,752.00		

BL090-21

Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources

Item #	Product	Description	Approx. Annual Qty.	PVS Technologies, Inc. (OS)			Pencco, Inc. (OS)			Polytec, Inc. (OS)		
				Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	318,940 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
2	Calcium Hypochlorite - dry	Dry Product	355 100 lb. bucket	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
3	Chlorine - Liquid	Liquid in Standard DOT Containers	480 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
4	Phosphate Corrosion Inhibitor - REJECTED	Bulk Solution	110,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
5	Fluorosilicic Acid	Bulk Solution	76,000 gal	N/B	N/B	N/B	\$2.06	\$156,560.00	12-20%	N/B	N/B	N/B
6	Liquid Calcium Hydroxide- Lime Slurry	Bulk Slurry	81,000 100 wet lbs.	N/B	N/B	N/B	N/B	N/B	N/B	\$5.20	\$421,200.00	5-15%
7	Liquid Ferric Sulfate	Solution in Totes	75 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
8	Liquid Ferric Chloride - bulk	Bulk Solution	23,000 gal	\$1.57	\$36,110.00	5-20%	N/B	N/B	N/B	N/B	N/B	N/B
9	Liquid Oxygen - LOX	Bulk Liquid	1,130,000 100 cubic ft	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
10	Liquid Nitrogen	Bulk Liquid	27,000 liter	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
11	Calcium Nitrate	Bulk Solution	546,700 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
12	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
13	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
14A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
14B	Sodium Hypochlorite - tote liquid 12.5%	Solution in Totes	15 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15B	Citric Acid Based Cleaner - tote	Solution in Totes	10 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
16	Hydrochloric Acid - 32%	Solution in Totes	19 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
17	Liquid Magnesium Hydroxide - REJECTED	Bulk Solution	1,118,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
18A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
18B	Oxalic Acid Solution, tote	Solution in Totes	70 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
19	Sodium Aluminate	Solution in Totes	10 330-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
BID TOTAL				\$36,110.00			\$156,560.00			\$421,200.00		

BL090-21
Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources

				Shannon Chemical Corporation (OS)			The Dycho Company, Inc. (OS)			Univar Solutions USA, Inc. (OS)		
Item #	Product	Description	Approx. Annual Qty.	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase	Unit Price	Total Price	Renewal Option Increase
1	Liquid Sodium Hydroxide - Caustic Soda	Bulk Solution	318,940 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$1.12	\$357,212.80	3-5%
2	Calcium Hypochlorite - dry	Dry Product	355 100 lb. bucket	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
3	Chlorine - Liquid	Liquid in Standard DOT Containers	480 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
4	Phosphate Corrosion Inhibitor - REJECTED	Bulk Solution	110,000 gal	W/D	W/D	W/D	N/B	N/B	N/B	N/B	N/B	N/B
5	Fluorosilicic Acid	Bulk Solution	76,000 gal	N/B	N/B	N/B	\$2.32	\$176,320.00	0-15%	\$2.01	\$152,760.00	3-5%
6	Liquid Calcium Hydroxide- Lime Slurry	Bulk Slurry	81,000 100 wet lbs.	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
7	Liquid Ferric Sulfate	Solution in Totes	75 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
8	Liquid Ferric Chloride - bulk	Bulk Solution	23,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
9	Liquid Oxygen - LOX	Bulk Liquid	1,130,000 100 cubic ft	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
10	Liquid Nitrogen	Bulk Liquid	27,000 liter	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Non-Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Emergency Labor Equipment Maintenance	Non-Business Hours	16 hr / person	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%												
11	Calcium Nitrate	Bulk Solution	546,700 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
12	Calcium Oxide - Quicklime	Bulk Dry Product	1,800 ton	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
13	Aluminum Sulfate - Liquid Alum	Bulk Solution	1,585,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	\$0.80	\$1,268,000.00	3-5%
14A	Sodium Hypochlorite - bulk liquid 12.5%	Bulk Solution	321,000 gal	N/B	N/B	N/B	\$1.69	\$542,490.00	0%	N/B	N/B	N/B
14B	Sodium Hypochlorite - tote liquid 12.5%	Solution in Totes	15 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
15A	Citric Acid Based Cleaner - bulk	Bulk Solution	112,000 gal	\$21.21	\$2,375,520.00	TBD	N/B	N/B	N/B	N/B	N/B	N/B
15B	Citric Acid Based Cleaner - tote	Solution in Totes	10 275-gal tote	\$6,542.25	\$65,422.50	TBD	N/B	N/B	N/B	N/B	N/B	N/B
16	Hydrochloric Acid - 32%	Solution in Totes	19 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
17	Liquid Magnesium Hydroxide - REJECTED	Bulk Solution	1,118,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
	Parts, Material and Equipment, Percentage Charge Above Cost; not to exceed 15%											
18A	Oxalic Acid Solution, bulk	Bulk Solution	20,000 gal	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
18B	Oxalic Acid Solution, tote	Solution in Totes	70 275-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
19	Sodium Aluminate	Solution in Totes	10 330-gal tote	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
BID TOTAL				\$2,440,942.50			\$718,810.00			\$1,777,972.80		

BL090-21

**Purchase of Water Treatment and Water Reclamation Chemicals
Department of Water Resources**

Recommended Vendors:

Airgas USA, LLC
Attn: April Bode
2015 Vaughn Road, Building 400
Kennesaw, GA 30144
Phone: 770-318-7971
April.bode@airgas.com

Brenntag Mid-South, Inc.
Attn: Stephanie Ubach
3200 Moon Station Road
Kennesaw, GA 30144
Phone: 270-855-0694
subach@brenntag.com

C&S Chemicals
Attn: Mike Chandler
4180 Providence Road, Suite 310
Marietta, GA 30062
Phone: 770-977-2669
mikechandler@candschemicals.com

Cheney Lime Company, Inc.
Attn: Donna Pike
P.O. Box 160
Allgood, AL 35013
Phone: 205-623-9620
ar@cheneylime.com

Evoqua Water Technologies, LLC
Attn: Dustin Alleman
2650 Tallevast Road
Sarasota, FL 34243
Phone: 615-922-0781
dustin.alleman@evoqua.com

PVS Technologies, Inc.
Attn: Eileen McDonnell
10900 Harper Avenue
Detroit, MI 48213
Phone: 313-921-1200
bids@pvschemicals.com

Polytec, Inc.
Attn: Jack Harmon
191 Barley Park Lane
Mooresville, NC 28115
Phone: 704-660-5195
jackharmon@polytecinc.net

Univar Solutions USA, Inc.
Attn: Stacy Ziegler
8201 S. 212th Street
Kent, WA 98032
Phone: 253-872-5023
muniteam-west@univarsolutions.com



January 18, 2023

**INVITATION TO BID
BL025-23**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Purchase of Magnesium Chloride Solution on a Six (6) Month Contract** with Three (3) Option(s) to Renew for the Department of Water Resources.

Bid Submittal Date and Location:

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **February 09, 2023**, at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcountry.com.

Instruction on Submitting Questions:

Questions regarding bids should be directed to Brittany Bryant, Purchasing Associate II, at Brittany.Bryant@GwinnettCounty.com or by calling 770-822-7759, **no later than 3:00PM January 31, 2023**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful contractors will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the contractor(s) submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, www.gwinnettcountry.com and companies submitting a bid will be notified via email.

We look forward to your bid and appreciate your interest in Gwinnett County.

Brittany Bryant

Brittany Bryant
Purchasing Associate II

**The following pages should be returned in duplicate as your bid: Compliance Sheet, Page 4
Bid Schedule, Pages 5-6
References, Page 7
Code of Ethics, Page 8**

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

Buyer Initials: BB

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

I. SCOPE

The intent of this contract is to obtain pricing for Magnesium Chloride Solution for a 6-month term contract. However, the contract may begin on March 21, 2023, or upon award. The initial term of the contract will be through June 03, 2023. Any renewal options exercised thereafter will be for six (6) month periods.

II. REQUIREMENTS

A. Price shall be F.O.B. destination pre-paid and allowed delivered to F. Wayne Hill Water Resources Center. See Compliance Sheet below.

B. Delivery:

1. The awarded supplier shall coordinate delivery with Department of Water Resources.

2. Clean up of spills that occur during delivery shall be the responsibility of the supplier.

3. No partial deliveries will be accepted without prior approval.

4. If the bulk delivery truck's prior content was a chemical other than the one to be delivered, thoroughly clean out the truck's tank(s) and verify that no cross-contamination has occurred.

C. Compliance Sheets - Each numbered specification line item contains a field for "Comply" and one for "Exception". Check the "Comply" field if the specification WILL BE complied with, without any exceptions. Check the "Exception" field if the specification WILL NOT BE complied with and provide an attached explanation of the requested exception. Exceptions will be evaluated by Gwinnett County staff and may be cause for rejection of the quote if the exception will cause a performance issue or other unacceptable condition in the opinion of Gwinnett County.

III. DELIVERY LOCATION

Delivery location is listed below.

Note: Suppliers qualifying their bid by requiring minimum delivery orders may be deemed non- responsive.

Facility	Street Address	City
F. Wayne Hill Water Resources Center	1500 One Water Way	Buford

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

COMPLIANCE SHEET

1. Magnesium Chloride Solution (30% solution)			
1	Standards and Certifications		
1.1	None specified.		
2	Delivery Locations and Projected Six (6) Month Quantities		
2.1	F. Wayne Hill WRC	78,000 gallons	
3	Material Specifications		
3.1	30% to 32% Magnesium Chloride Less than 0.40% Manganese Less than 0.65% Potassium Chloride Less than 0.70% Sodium Chloride Less than 0.10% Calcium Chloride Less than 0.50% Bromide Less than 10 mg/kg Iron Less than 0.1% Insoluble Material Specific Gravity: 1.29 +/- 0.02 pH (of 5% solution): 7.0 to 9.0 Bulk Density: 10.6 lb./gal to 10.9 lb./gal		
4	Supplier Requirements		
4.1	Ship by truck in bulk containers rated for this product.		
4.2	After order placement, product to be delivered within 72 hours or a mutually agreed to delivery schedule.		
4.3	Bid as U.S. dollars per gallon, rounded to two (2) decimal places. If unit price bid exceeds two (2) decimal places, the bid amount will be truncated (not rounded) to two (2) decimal places.		
4.4	Submit certified analysis including MgCl ₂ content with your bid. Failure to submit the certified analysis may result in your bid being deemed non-responsive.		
5	Testing, Verification & Payment		
5.1	Payment will be for gallons of product received at each location.		
5.2	Review of certified analysis (see 4.4 above) by GCDWR.		

FAILURE TO RETURN THIS PAGE AS PART OF YOUR MAY RESULT IN REJECTION OF YOUR BID.

BID SCHEDULE

Product	Approx. Qty. of MgCl ₂	Delivery A.R.O	Unit Price	Total	** Renewal Option 1	** Renewal Option 2	** Renewal Option 3
Magnesium Chloride Solution per attached specifications	78,000 Gal		\$ _____ /Gal	\$ _____	_____% Increase or Decrease (Circle One)	_____% Increase or Decrease (Circle One)	_____% Increase or Decrease (Circle One)
BID TOTAL				\$ _____			

** If a percentage increase/decrease will be needed for the renewal period(s), note this in the space provided. Please use (+) for increase and (-) for decrease. Use a realistic percentage or percentage range based on market forecasting. Gwinnett County can only negotiate within the range indicated on the bid document. (Example, if a supplier indicates 3-15% and the market increases 20%, the supplier will only be allowed to increase up to 15%). If the increase will apply only to certain line items, please specify in the space provided.

NOTE: Contract to begin on March 21, 2023, or upon award. The initial term of the contract will be through June 03, 2023. Any renewal options exercised will be for six (6) month periods.

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive.

SUPPLIER NAME _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

REFERENCES

Gwinnett County requests a minimum of three (3) references purchase of comparable size and scope has been completed. At least two of the references provided for this bid should include chemical supply of quantities greater than or roughly equivalent to the sum of the quantities listed under Section 2.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

- 1. Company Name _____
 Brief Description of Project _____
 Completion Date _____
 Contract Amount \$ _____ Start Dates _____
 Contact Person _____ Telephone _____
 E-Mail Address _____
- 2. Company Name _____
 Brief Description of Project _____
 Completion Date _____
 Contract Amount \$ _____ Start Date _____
 Contact Person _____ Telephone _____
 E-Mail Address _____
- 3. Company Name _____
 Brief Description of Project _____
 Completion Date _____
 Contract Amount \$ _____ Start Date _____
 Contact Person _____ Telephone _____
 E-Mail Address _____

Company Name _____



Bid # & Description: BL025-23, Purchase of Magnesium Chloride on a Six (6) Month Contract.

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
Company Submitting Bid/Proposal

2. Please select one of the following:
No information to disclose (*complete only section 4 below*)
Disclosed information below (*complete section 3 & section 4 below*)

3. If additional space is required, please attach list:

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

_____ day of _____, 20____

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**

INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS BID DOCUMENT.**
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.

- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered.

On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XV. CONTRACT

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. INELIGIBLE BIDDERS

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract.

This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform Enhancements for 2013. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of

Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com.

XXXIII. PENDING LITIGATION:

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and at the roundabout you can either proceed to the front parking area or you may proceed to the parking deck behind the building. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing on the second floor.



February 01,2023

ADDENDUM #1

BL025-23, Purchase of Magnesium Chloride Solution on a Six (6) Month Contract

This Addendum is being issued to provide the following revisions and/or clarifications to the bid documents and answers to the questions received.

Questions:

Q1. Please provide the tabulation for the previous solicitation IWQ 1-685139 and the current prices for deliveries to Gwinnett County.

A1. A tabulation was not created for the informal request for quotes (IWQ 1-685139). However, the IWQ was awarded to Premier Magnesia with a unit price of \$2.80 per gallon for a total amount of \$72,800.00.

Q2. Please provide the previous bid tabulation.

A2. The last formal bid solicitation that Magnesium Chloride was included in was BL097-22 and no bids were submitted.

Q3. Will there be a pre-bid conference schedule?

A3. There will not be a pre-bid conference held for this solicitation. Questions regarding bids should be directed to Brittany Bryant, Purchasing Associate II, at Brittany.Bryant@GwinnettCounty.com.

All bidders shall acknowledge receipt of this addendum by inserting its number and date in the Bid Form. Failure to do so may subject bidder to disqualification. This addendum forms a part of the Contract Documents.

Thank you,
Brittany Bryant
Purchasing Associate II