

**FLOYD COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
#12 East 4<sup>th</sup> Ave. Ste. 106  
ROME, GA 30161**

**(706) 291-5118**

**FAX (706) 290-6099**

**INVITATION TO BID**

**Date Issued: 25 July 2018**

Sealed bids from suppliers will be received by the Purchasing Department of FLOYD COUNTY GEORGIA, at #12 East Fourth Ave, Suite 106 Rome, Georgia 30161, until **2PM**. legally prevailing time on **14 August 2018** for the purchase of:

**Water Treatment Chemicals  
Bid# 18-0814**

After the time and in the Purchasing Department Conference Room Suite 106, the bids will be publicly opened and read. No extension of the bidding period will be made.

Additional copies of bidding documents may be obtained at [www.romefloyd.com](http://www.romefloyd.com), or email, [halep@floydcountyga.org](mailto:halep@floydcountyga.org) or you may get a copy in person at the Floyd County Administrative Building, Purchasing Department, #12 East Fourth Ave, Suite 106, Rome, Georgia 30162. Requests for documents should be filed promptly with the Purchasing Department.

Contract, if awarded, will be on a lump sum basis or individual item basis, whichever is in the best interest of the County. No bid may be withdrawn for a period of 60 days after time has been called on the date of opening.

The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

**FULL BID PACKAGE MUST BE RETURNED IN SEALED ENVELOPE  
CLEARLY MARKED**

**SEALED BID  
Water Treatment Chemicals  
Bid# 18-0814  
2pm, 14 August 2018**

BILL GILLILAND, CPPB  
PURCHASING DIRECTOR

**FLOYD COUNTY GEORGIA  
GENERAL TERMS AND CONDITIONS  
INVITATION TO BID**

**1. CHANGES:** No change will be made to this invitation except by written modification by the County Purchasing Office. **Requests for interpretation or changes must be in writing**, to [halep@floydcountyga.org](mailto:halep@floydcountyga.org) directed to the Floyd County Purchasing Department and received at least (5) Five Calendar Days prior to the time set for opening of the bids. Phone (706) 291-5118 Fax (706) 290-6099.

**2. FOB POINT:** Bid Price to include shipping, packing, crating, and unloading at address in BID INSTRUCTIONS. Title to remain with vendor until fully accepted by the County. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at County's direction.

**3. RISK OF LOSS:** Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.

**4. BID ACCEPTANCE TIME:** Bids requiring acceptance by the County in less than Sixty (60) calendar days could be rejected, unless so stated on **BIDDER'S RESPONSE PAGE** and accepted by the County.

**5. BID IDENTIFICATION:** All bids submitted as a result of this invitation must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope:

**BID NAME AND OPENING DATE.**

**6. WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of Sixty (60) days after time has been called on the date of opening.

**7. BONDS:** NOT REQUIRED FOR THIS BID

**8. SITE INSPECTIONS:** (If Applicable) Bidders should inspect the sites to ascertain the nature and location of work and the general conditions which could affect the work of the cost thereof. The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain all the requirements of this invitation.

**9. AWARD OF CONTRACT:** Award will be made to that responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the County; Price and other factors considered. The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis **or** individual item basis, whichever is found to be in the best interest of FLOYD COUNTY.

**9.1:** The vendor, in accepting this contract, attests that he is in compliance with the Nondiscrimination Clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.

**10. EXCEPTIONS TO SPECIFICATIONS:** Any award resulting from this invitation shall bind the bidder to all Terms, Conditions, and Specifications set forth in this invitation. Bidders whose bids do not conform should so note on separate page if necessary and/or on the **BID SCHEDULE**. While the County reserves the right to make an award to a nonconforming bidder, when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this invitation and so stated.

**11. BID RESULTS:** Interested parties may review and/or print **BID TABULATION** @ [www.romefloyd.com](http://www.romefloyd.com) **24 hours after bid opening** or contact the Floyd County Purchasing Office should the tabulation not be available on the website.

**12. PAYMENT:** Payments will be made upon all items completed each month or completion of all work and acceptance by county on invoices submitted and approved by the proper county representative within (30) thirty days receipt of invoice unless paragraph 14 applies. Invoices are to be submitted to: Floyd County Purchasing, P. O. Box 946, Rome, Ga. 30162

**12.1** Itemize all invoices in full. Mail the original invoice to the address above. A shipping or receiving ticket will be signed and a copy left with each delivery. Each invoice including receiving/shipping ticket is to include the following minimum information:

- |                               |   |
|-------------------------------|---|
| 1. Date invoice is submitted; | 5. County department;                                   |
| 2. Purchase order number;     | 6. Item(s) or service                                   |
| 3. Payment terms;             | 7. Quantity of each item or service                     |
| 4. Date of transaction;       | 8. Bid price of each item or service with any discounts |

**Invoices received with any of the required information listed above missing may not be considered as a "correct invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.**

**12.2** Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with Specifications, Quantities, and Price as set forth on the purchase order. A Floyd County employee's signature must appear on the delivery receipt or invoice.

**12.3** Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. . A certificate will be furnished if requested. FLOYD COUNTY is exempt from taxes but the successful bidder shall pay all taxes required of him by law and FLOYD COUNTY can not exempt others from tax.

**12.4** Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 **ET. SEQ.**).

**13. INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to Accounts Payable (706) 291-5113 or Floyd County Commissioners, Attn: Accounts Payable, P.O. BOX 946, Rome, Georgia 30162

**14. DISCOUNTS:** Prompt payment discounts offered for a period of less than Fifteen (15) Days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.

**15. EXECUTION OF CONTRACT:** Subsequent to the award, the successful bidder will be presented with a contract which may be in the form of a purchase order. Contract is to be executed within Ten (10) calendar days of "**NOTICE OF AWARD**" together with the required payment and performance bonds prescribed in Paragraph 7B. If the contract document is mailed, the date of presentation shall be deemed to be the postmark date. The successful bidder's proposal and this Invitation for Bid shall be incorporated into the contract, except to the extent that this invitation conflicts with the contract, in which case the provisions of the contract shall take precedent.

**16. CERTIFICATE OF INSURANCE:** Successful bidder will be required to furnish a Certificate of Liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence to protect the County throughout the life of the contract against "**ALL RISKS**". Coverage to include but not limited to General Liability: Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Property Damage, Personal Injury, and Automobile/Vehicle Liability. Worker's compensation and Employer's Liability are to be statutory amounts. On all contracts for vehicle repair of any kind, the successful shall provide at least Five Hundred Thousand Dollars (\$500,000.00) of Garage Liability insurance in addition to the insurance stated above. The Certificate must be furnished within Ten (10) calendar days of a "**NOTICE OF AWARD**" being issued.

**17. INCLUSION:** All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Invitation for Bid will be the responsibility of the successful bidder to provide at no other cost to the County unless so stated on the successful bidder's proposal as additional cost items and accepted by the County at the time of the award and/or contract.

**18. REGULATORY AGENCIES:** Successful bidder will be responsible for all required permits or license required by regulatory agency of the City, County, State, or Federal Governments. Further, successful bidder will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said Governments or any independent agency recognized by said Governments as publisher of any such regulation (s) or guideline (s).

**19. INDEPENDENT CONTRACTORS:** The bidder represents to FLOYD COUNTY that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of FLOYD COUNTY and nothing contained in this Invitation for Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the County nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

**20. ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

**21. STARTING TIME:** Work will commence within stated calendar days after being issued a "NOTICE TO PROCEED" on the project and commence in a routine, orderly manner until completion and acceptance by the County.

**22. INDEMNITY:** Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless FLOYD COUNTY from any and all courses of action or claims of damages arising out of or related to bidder's performance or actions or those of his employees or agents, under said contract.

**23. TERMINATION:** Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation for Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of FLOYD COUNTY, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Board in a public meeting and such action entered in the Official Minutes of the FLOYD COUNTY Commission.

**24. APPROPRIATION OF FUNDS:** Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).

**25. CANCELLATION FOR CAUSE:** Should either party fail to comply with the Terms and Conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non compliance to the Terms and Conditions of this contract. The other party shall have Fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the Fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of Thirty (30) calendar days following the date of the initial letter of complaint.

**26. LIQUIDATED DAMAGES:** NONE FOR THIS BID.

**27. ANTI-DISCRIMINATION CLAUSE:** "FLOYD COUNTY does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."

**28. COMMODITY STATUS:** It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage; unless otherwise stated by FLOYD COUNTY.

**29: CONTRACT ITEMS:** Items or services not listed in this contract are to be purchased according to purchasing rules and regulations of the county.

- County departments are not authorized to order any item or service not listed without satisfying said rules and regulations and having a separate purchase order issued to cover such a purchase.
- Vendors receiving contracts as a result of this invitation will be expected to consider this when accepting orders.
- \* Payment will not be made for any item not covered by this contract unless stated Purchasing Rules and Regulations have been met.

**30: CHANGES TO CONTRACT:** No change will be made to this contract except by written modification by the Contracts Administrator whose name appears on the cover page. Additional items of same brand and similar product required during the course of the contract, will be provided at like discounts to similar items on contract.

**31: LOCATION FOR DELIVERY OF GOODS OR EQUIPMENT:** Purchase Order or as specified by location

**32: Bid Submissions:** Submissions will include an **original and 1 copy** of the following documents.

### **CHECK LIST**

- \_\_\_ Bidders Declaration Page
- \_\_\_ Bidders Information Page
- \_\_\_ Certificate of Non Discrimination
- \_\_\_ Certificate of Non Collusion
- \_\_\_ Drug Free Workplace Certificate
- \_\_\_ Specification List(s) for Compliance and Exceptions and option pricing
- \_\_\_ Bid Page(s)
- \_\_\_ Addendums (If any)

The documents above are included within this Invitation to bid. Addendums will be available when issued.

# BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to 2PM ,14 August 2018 but may not be withdrawn after such date and time.

That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

## BIDDER:

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Name Print: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

FLOYD COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
P. O. BOX 946  
ROME, GA 30162

(706) 291-5118

FAX (706) 290-6099

**BIDDERS INFORMATION**

Date of Bid: \_\_\_\_\_

Bid Name: \_\_\_\_\_

The undersigned agrees, if this bid is accepted within Sixty (60) calendar days after date of opening, to furnish all supplies and/or services in strict accordance with provisions of this Invitation for Bid at the price in the **BID SCHEDULE**.

Time Discounts: Discounts allowed for prompt payment as follows: Discounts of less than Fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

\_\_\_\_\_ % Discount \_\_\_\_\_ Calendar Days net \_\_\_\_\_ (discounts will apply if Procurement Card is accepted).

**Procurement Card:** Will you accept the VISA Procurement Card for this order? \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and Civil Damage Awards. I agree to abide by all Conditions of this bid and certify that I am authorized to sign this bid for the bidder.

This \_\_\_\_\_ Day of \_\_\_\_\_, 201\_\_

Prices to remain firm for Sixty (60) calendar days or \_\_\_\_\_ calendar days after date of opening. Vendor MUST initial here: \_\_\_\_\_.

Bidder Information  
(Type or Print)

Name and Mailing Address  
of where to send payments

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

\_\_\_\_\_  
City, State Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Federal ID #

Email \_\_\_\_\_

Name and Title of Person  
authorized to Sign

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

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BIDDER

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SIGNATURE

---

TITLE



## CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	
<b>Company Address:</b>	
<b>FAX Number:</b>	
<b>Email Address:</b>	
<b>*This table must be completed in its entirety by the supplier.</b>	

Revised 04/01/2014

Floyd 2014

**ATTACHMENT**

**FLOYD COUNTY BOARD OF COMMISSIONERS  
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a sub-Vendor to work in a drug-free workplace shall secure from that sub-Vendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (sub-Vendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FLOYD COUNTY BOARD OF COMMISSIONERS  
 BID SHEET & SPECIFICATIONS  
 Water Treatment chemicals  
 Bid 18-0814**

We, the undersigned, agree to furnish and deliver domestic water treatment chemicals in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements provided therein, and in the various bid documents at the pricing indicated below:

**A. DOMESTIC CHEMICAL PRICING (Base pricing on estimated quantities for annual requirements)**

<u>Estimated Annual Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext Price</u>
138 Cylinders	Chlorine 150 lb. Cylinders	_____	_____
1092 Bags	Aluminum Sulfate (Ground Alum) <b>Alum Must be General or Chemtrade Product Only, Will Not Accept Geo Brand</b>	_____	_____
490 Bags	Soda Ash Dense 50 lb. Bags	_____	_____
37 Drums	Hydrofluorosilicic Acid 155 lb. 15 Gallon Drum, Poly	_____	_____
3 Drums	HTH (Powered Chlorine) 50 lb. Drum (NSF Approved)	_____	_____
41 Bags	Sodium Fluoride, 50 lb. Bag Paper	_____	_____
100 Bags	Sodium Fluorosilicate, 50 lb. Bag Paper	_____	_____
43 Drums	Sodium Hypochlorite 12.5% 15 Gallon Drum	_____	_____
12 Drums	Critic Acid 50% 150 lb. Drum	_____	_____
4 Drums	Hydrochloric Acid 31.45% 145 lb. Drum	_____	_____
16 Drums	Sodium Bisulfite 40-43% 170 lb. Drum	_____	_____
13 Drums	Sodium Hydroxide 12.5% 160 lb. 15 Gallon Drum	_____	_____

**Total Bid Price** \_\_\_\_\_

- B. Delivery from time of order: \_\_\_\_\_ days.
- C. Floyd County is exempt from all local, state, and federal taxes, and prices stipulated by the bidder are considered maximum, and are not subject to any increase due to any taxes, or any other cause or reason.
- D. Any alterations in figures on this form must be initialed in ink by persons signing the bid.

Bidding Company \_\_\_\_\_

E. Supplier Contact \_\_\_\_\_ Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SPECIAL TERMS & CONDITIONS  
WATER TREATMENT CHEMICALS**

**Bid# 18-0814**

- A. GENERAL:** It is the intention and purpose of this specification to provide for a basic purchase of Water Treatment Chemicals with a guarantee bid price for a (12) month period. This contract will begin from acceptance of the award and shall be in effect for (12) months.
- B. RENEWAL:** The successful bidder could be allowed TWO (2) one year annual renewals. All previous terms and conditions would apply. Price adjustments maybe proposed at the time of renewal. A letter requesting renewal of the contract and pricing must be received 60 days prior the end of the contract term. Floyd County Water Department has the right to accept or reject the renewal and pricing and may use the Consumer Price Index (CPI) for evaluation purposes as well as previous bids received. Should Floyd County not accept the proposed renewal, Floyd County would send the Water Treatment Chemicals out for a new bid or contract with another company who has provided pricing in this bid as a secondary provider.
- C. CHEMICAL STANDARDS:** All Chemicals shall be in accordance with AWWA latest revisions and certified for conformance with NSF Standard 60
- D. ORIGIN OF MATERIAL:** Vendor must state in writing DOMESTIC or FOREIGN on all materials bid, vendor must also have consent from Floyd County Water Department to substitute any material before delivery is made.
- E. ORDERS:** Orders will be placed approximately SIX (6) times annually (BI Monthly). All deliveries are to be FOB destination. All prices are to be bid as delivered FOB destination. **No substitutions will be allowed.**
- F. QUANTITIES:** Floyd County Water Department shall not be required to purchase any minimum amount from the Water Treatment Chemical Contract during the contract period. Quantities ordered will be based on the needs of the Floyd County Water Department and will be priced per contract pricing.
- G. DELIVERY:** Delivery locations will be specified at the time of order placement to one of the following:

<u>Delivery Site</u>	<u>Address</u>	<u>Delivery/Access Limitations</u>
Old Mill Spring	Highway 100 Cave Spring, GA	None
Burling Facility	21 White Oak Trail – Shannon, GA	Box truck or Smaller
Fulton Well	312 Fulton Road Kingston, Georgia	Box Truck or smaller

It shall be the responsibility of the vendor to unload chemicals and place in the designated locations.

- H. ORDERS:** Orders will be placed approximately SIX (6) times annually (BI Monthly). All deliveries are to be FOB destination. All prices are to be bid as delivered FOB destination. **No substitutions will be allowed.**
- I. DELIVERY TIME:** Prompt delivery is crucial and is taken into consideration in the award of this bid. The bidder must state in writing the wait time necessary before an order can be delivered.
  - Burlington Facility** 8:00 am to 3:30pm, Monday thru Friday
  - Old Mill Spring** 9:00am to 2:30pm, Monday thru Friday
  - Fulton Well** 9:00am to 2:30, Monday thru Friday
- J. OFFLOAD/ SAFETY:** Vendor designate (driver or emergency response team) is responsible for spillage and clean-up at the point of delivery. Driver and delivery personnel must be equipped with personal protective equipment (PPE) while loading/unloading material. The Vendor shall be fully equipped and capable of performing all necessary delivery operations in a safe manner without assistance from Floyd County.

There shall be no foreign materials evident in the delivered products. Floyd County has the authority to reject materials load if evidence of foreign material is present. When the vendor cannot abide by the established terms and conditions in fulfilling the contract., the vendor must furnish goods or services from other sources at the contract price. If the vendor is delayed in delivery, Floyd County reserves the right to purchase on the open market and charge the vendor the difference between the contract price and the purchase price.

- K. MSDS:** All shipments must contain material safety data sheets (MSDS) and packing lists that include a proper description, purchase order number, unit cost, and name of person placing the order.
- L. INVENTORY:** Vendor will provide Floyd County Water Department with documentation stating items bid are readily available and in stock to support the estimated quantities.
- M. SITE VISIT:** Vendor must do a site visit inspection to the locations to ensure delivery.
- N. TRAINING:** vendor must provide annual training on chemical safety to include chlorine gas and use of a chlorine repair kit "A". Vendor must submit Training Plan to cover product details; manufacturing, transportation, and required PPE for safe handling per OSHA requirements.