

**INVITATION TO
BID (ITB) NO. 2019-1680**

Contract for the Procurement of Lime Slurry (Calcium Oxide) for
Use in the Treatment of Potable Water for Human Consumption

August 9, 2018



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1.0 INTRODUCTION

1.1 PURPOSE FOR SOLICITATION / PRODUCT DESIRED

The City of East Point, Georgia (hereafter referred to as "the City"), is soliciting sealed bids from financially stable, qualified Chemical Providers and Purveyors who are interested in entering into a multi-year contract for the procurement of **Lime Slurry** (Calcium Oxide) for use in the treatment of potable water for human consumption.

The **Lime Slurry** the City has been using and desires for use in the City's Water Treatment Plant is referred to as either Quicklime or Calcium Oxide (CaO) or Hydrated Lime (Ca(OH)², which has been hydrated in a slaking process before it is used for chemical coagulation, precipitation, pH adjustment and chemical stabilization of sludge. The product must be shipped by the Provider, at the Provider's expense, to the City in forty-five thousand (45,000) pound tanker loads. Water treated with **Lime Slurry** (Calcium Oxide) is considered safe for human consumption.

NOTE: Any references in this solicitation to brand names, manufacturers, suppliers, catalogue numbers, style numbers, or other proprietary identifiers have only been included for the purpose of providing an example to the Bidders of the type and quality of the item the City wishes to procure. Items that are demonstratively equivalent shall be acceptable to the City. The City reserves the right to require demonstration or other proof of equivalency from the Prospective Provider prior to the acceptance of an alternative.

The **Lime Slurry** (Calcium Oxide) provided by the Selected Provider must meet or exceed the City's specifications and requirements and must be delivered in the quantities and in the type of container indicated by the City. Delivery of quantities or delivery in containers not specified herein will not be acceptable by the City.

The Selected Provider will be solely responsible for the transportation, delivery, and off-loading of the requested item to be made to the City's Water Treatment Plant. The City's Water Treatment Plant is located at **2001 Headland Avenue, East Point, Georgia 30344**.

- Deliveries of the requested items shall not occur before 8:30 A.M. or after 4:30 P.M., or on weekends or recognized City, State, and / or Federal holidays.
- The Selected Provider shall coordinate the delivery of the chemical with the appointed representative(s) of the Water Treatment Department.
- The Selected Provider shall provide a minimum of seventy-two (72) hours' notice prior to the anticipated delivery of the requested chemical to ensure adequate personnel are available and on duty to accept the delivery.
- Failure to comply with this specific requirement shall constitute a breach of Contract; and may be grounds for order cancellation, without liability to the City of East Point, Georgia.

All pricing submitted to the City of East Point, Georgia, must represent the total product prices the City shall be

expected to pay the Selected Provider for the product including delivery and off-loading. The Bid Price provided by each Prospective Provider must include any and all incidental charges such as warehouse charges, handling fees, delivery and transportation charges to the City of East Point, Georgia, set-up, installation, integration, testing, deliverables, and any other incidentals for which the Provider might charge separately. The City will NOT pay separate charges for any such items if they appear on the Provider's invoice.

All pricing submitted to the City must be **F.O.B. East Point, Georgia**, and must **exclude** any separate or additional or add-on costs or charges for such items as transportation, shipping, delivery, rigging, handling, storage, administration, customer service, or taxes of any type. **All bids submitted to the City must be all-inclusive.**

Any and all goods and / or services rendered by the Selected Provider(s) pursuant to this solicitation or any resultant contract(s) and / or agreement(s) shall be provided in accordance with any and all applicable federal, state, and local guidelines, laws, and regulations. If requested to do so by the City, the Selected Provider(s) must provide references and assurances to the City that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant contract award(s).

1.2 MINIMUM PROVIDER REQUIREMENTS

Due to the importance of being able to obtain reliable and expedient support, timely delivery of requested product, and customer service, the manufacturer / supplier / distributor of the chemical must be located within the United States, preferably in the Eastern half of the nation, in a locale that is convenient to the City of East Point, Georgia.

The Selected Provider must be an authorized dealer, distributor and / or representative of the manufacturer and / or compounder, and must be fully authorized by the manufacturer and / or compounder of the chemical to distribute their product.

The Selected Provider must be able to demonstrate, if requested to do so by the City, a record of reliability, fiscal responsibility and a minimum of five (5) years' worth of verifiable experience in providing products of a similar nature to the product(s) requested herein to other government entities and / or agencies and / or institutions and / or businesses and / or corporations.

Upon request from the City, the Selected Provider must be able to provide the names and contact information for a minimum of three (3) governmental entities, preferably in the local area, that can serve as references, verifying that the product proposed by the Selected Provider represents a high quality, reliable product which has been manufactured and / or compounded in the United States by an experienced workforce who demonstrates outstanding knowledge, safety, and professionalism, and is manufactured and / or compounded employing top quality components and chemicals, and is backed by expedient and excellent customer service.

The Selected Provider must not be restricted in the State of Georgia by law, regulation, licensing or certification requirements from providing the products designated herein.

The Selected Provider must not have defaulted on any contract within the last three (3) years, or have been found liable in any lawsuit and / or legal claim that would indicate the Provider's inability to safely, professionally, and adequately provide the products requested herein.

The Selected Provider must ensure the product(s) they propose in their bid submittal represents the highest product quality, and employs manufacturing methods that fully comply with or exceed the most recent standards and testing

methods established by the recognized testing authorities for such products.

Once a contract is entered into or a Purchase Order is issued by the City for the item(s) listed herein, the chemical(s) / manufacturer(s) / brand(s) / model(s) / part number(s), et cetera, stipulated and priced in the Provider's bid package shall be the chemical(s) / manufacturer(s) / brand(s) / model(s) / part number(s), et cetera, the Selected Provider shall be required to provide to the City. **NO ALTERNATES; NO EXCEPTIONS, NO DEVIATIONS FOR ANY REASON.**

Any item(s) furnished under this solicitation must be in a new and unused condition, and must be as specified by the City. No remanufactured item(s), used item(s), returned item(s), refurbished item(s), demonstrator(s), loaner(s), or prototype(s) shall be accepted by the City as part of this bid. The Prospective Provider's product(s) must incorporate the best practices known for design integrity, quality of materials and quality of workmanship. The item(s) furnished must meet or exceed any and all Federal, State and local standards applicable to such items, and shall not violate any Federal, State or local laws governing such items.

The Selected Provider of the product requested herein, and the members of their workforce(s) and / or any subcontractor's workforce(s) (if any) must have reliable and immediate access to any and all vehicles and / or machinery and / or equipment and / or parts and / or tools and / or supplies and / or materials that may be necessary to safely, competently and professionally manufacture and / or provide and deliver the product(s) stipulated herein to the City in full compliance with any and all applicable local, State or Federal regulations and / or laws.

The Selected Provider must possess their own delivery fleet and / or have access to adequate delivery services and the manpower necessary to transport and deliver the product(s) to the City **no later than seventy-two (72) hours after receipt of the City's request for the chemical.** Any and all warehouse charges and / or handling fees and / or delivery charges and / or shipping costs and / or transportation charges and / or rigging fees and / or off-loading charges must be included in the Bid Price submitted to the City by the Prospective Provider for the requested item. The City shall not pay nor reimburse separate warehouse charges and / or handling fees and / or delivery charges and / or shipping costs and / or transportation charges and / or rigging fees and / or off-loading charges of any type to the Selected Provider.

1.3 PRODUCT TO BE PROVIDED

Since the necessity for any chemical is determined by water quality, the exact quantities of the **Lime Slurry** (Calcium Oxide) the City shall procure under this Contract is impossible to ascertain in advance, however, based upon past procurements, approximate estimated quantities and shipping cycles have been provided herein. These approximate estimated quantities and shipping cycles are provided for informational purposes only and in no way are intended to represent either minimum or maximum procurements. The City's actual requirements may result in lesser quantities, greater quantities, more frequent shipments or less frequent shipments than those detailed herein.

The Selected Provider(s) must have the ability to warehouse the designated chemical in a quantity that is sufficient enough to guarantee immediate shipment of a requested quantity to the City with an anticipated arrival time of **no later than seventy-two (72) hours after receipt of the City's procurement request.**

The type of chemical provided to the City must be exactly as specified but does not necessarily have to be the brand specified. Additives such as antioxidants, plasticizers, flame retardants, colorants, extenders,

UV absorbers, polymers, surfactants, desiccants, anti-caking agents, wetting agents, humectives, stabilizers, processing agents, etc. shall not be allowed unless the chemical named herein is **usually and customarily** sold with the addition of the additive(s). **Any and all additives in the chemical must be listed on the Material Safety Data Sheet (MSDS).**

The **Lime Slurry** (Calcium Oxide) procured by the City from the Selected Provider must be shipped by the Provider, at the Provider's expense, to the City in forty-five thousand (45,000) pound tanker loads.

1.4 CONTRACT TERM

The awarded Contract shall commence upon the date of the formal execution of the Contract and / or receipt of the City's Purchase Order by the Selected Provider and shall remain in effect throughout its term **without an amendment in prices or terms or conditions**. The initial term of this Contract shall be for the remainder of Fiscal Year 2019, all of Fiscal Year 2020, and all of Fiscal Year 2021. The City's fiscal years are defined as follows:

- **Fiscal Year 2019** – commenced at 12:01 A.M. on Sunday, July 1, 2018 and will terminate at 12:00 A.M. midnight on Sunday, June 30, 2019.
- **Fiscal Year 2020** – shall commence at 12:01 A.M. on Monday, July 1, 2019 and will terminate at 12:00 A.M. midnight on Tuesday, June 30, 2020.
- **Fiscal Year 2021** – shall commence at 12:01 A.M. on Wednesday, July 1, 2020 and will terminate at 12:00 A.M. midnight on Wednesday, June 30, 2021.

In addition, there will be **two (2) optional Fiscal Year terms** that may be exercised **separately** upon the agreement of all concerned parties. The two (2) optional Fiscal Year terms shall be for **Fiscal Year 2022** and **Fiscal Year 2023**, and will commence and terminate on the same dates as the City's Fiscal Years.

- **Fiscal Year 2022** – shall commence at 12:01 A.M. on Thursday, July 1, 2021 and will terminate at 12:00 A.M. midnight on Thursday, June 30, 2022.
- **Fiscal Year 2023** – shall commence at 12:01 A.M. on Friday, July 1, 2022 and will terminate at 12:00 A.M. midnight on Friday, June 30, 2023

Each optional Fiscal Year term must be separately executed through the issuance of a written notification from the City. Such notification must be issued by the City to the Selected Provider(s) **no less than ninety (90) days prior to the scheduled termination date of the current Contract Term**. If such notification is not provided to the Selected Provider(s) no less than ninety (90) days prior to the scheduled termination date of the current Contract Term, the current Contract Term shall be allowed to expire and services under the Contract shall be terminated upon the expiration of the Contract. **This Contract shall not automatically renew.**

In the event the proper appropriations of funds for continuation of the Contract are not available in any Fiscal Year after the first (1st) Fiscal Year, the Contract shall be terminated. In such instance, the City shall, within thirty (30) calendar days following the beginning of the Fiscal Year for which proper appropriation is not available, provide the Selected Provider with a written notification that funding for the continuation of the Contract has not been appropriated by the City.

1.5 PRE-BID CONFERENCE

A Pre-Bid Conference for this solicitation has not been scheduled by the City and the City does not anticipate

conducting one. The City has made a determination that a Pre-Bid Conference is not required in order for a Prospective Provider to submit a valid, knowledgeable response.

If it is felt necessary, Prospective Providers are welcomed to visit the City and its environs at their leisure and on their own time; however, tours of buildings, and / or meetings and / or discussions with City personnel and / or elected or appointed officials regarding this solicitation are not to be scheduled and should not take place and, therefore, must not be anticipated.

1.6 OBTAINING THE SOLICITATION DOCUMENTS

The solicitation document and all supporting documents can be downloaded from the City of East Point's website, located at <http://www.eastpointcity.org/contracts-procurement/>. Select the "Contracts & Procurement" Department, then select "Open Solicitations," and then select the solicitation number. Downloads are located on the bottom right-hand corner of the web page.

1.7 BID DUE DATE AND SUBMITTAL OF BIDS

All bid submittals, including all attachments, must be received by the City in an opaque sealed package no later than **3:00 P.M. on Friday, September 7, 2018**, and must be addressed to:

**Ms. Dena Y. Ray, Contract Specialist
East Point Contracts and Procurement Department
1526 East Forrest Avenue, Suite 400
East Point, Georgia 30344**

**BID NO. 2019-1680
Lime Slurry (Calcium Oxide)
Bid Due Date: 3:00 P.M., Friday, September 7, 2018**

The bid submittal package shall consist of the Bid Price Sheet, and all required documents stipulated in the solicitation. Financial statements, litigation disclosure, the Bid Price Sheet, E-Verify Affidavits, and S.A.V.E Affidavit shall include Provider information, business-related information, and other information felt necessary for the City to make an informed Contract award. The Bid Price Sheet shall include the required forms and any requested information describing the basis for pricing.

The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration and may be considered "non-conforming" and "non-responsive" to the requirements in the solicitation.

Providers who obtain bid documents, specifications, and plans from sources other than the City of East Point are cautioned that the bid package they receive may be incomplete. All public addendums, tabulations, evaluation meeting notices, and recommendations of award will be posted on the City's website at <http://www.eastpointcity.org/contracts-procurement/>.

The Invitation to Bid (ITB) requirements and the Bid Price Sheets, including E-Verify Affidavits and the S.A.V.E. Affidavit, shall **consist of one (1) signed, unbound original that is marked "ORIGINAL" and three (3)**

permanently bound photocopies that are identical to the original and marked "COPY" and one (1) flash drive / thumb drive / USB device containing a pdf format of the Provider's original bid submittal.

Failure to submit the bid response in the manner specified herein or failure to enclosed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.

Each envelope or package on the outside shall be clearly marked as follows:

**Ms. Dena Y. Ray, Contract Specialist
East Point Contracts and Procurement Department
1526 East Forrest Avenue, Suite 400
East Point, Georgia 30344**

**BID NO. 2019-1680
Lime Slurry (Calcium Oxide)
Bid Due Date: 3:00 P.M., Friday, September 7, 2018**

If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must also be clearly notated "***Bid Response Enclosed***" on the outside to differentiate these parcels from those containing questions or inquiries. This is a sealed bid solicitation. Oral, telephoned, telegraphed, faxed, emailed, or otherwise unsealed responses shall be considered invalid and shall not be given award consideration. Simple quotations for the work to be performed in this solicitation shall not be accepted by the City.

The City of East Point Contracts and Procurement Department must receive submittals no later than **3:00 P.M. on Friday, September 7, 2018**. Bid responses received after this time will not be considered and no time extensions will be permitted. Submittals will only be opened following the final Bid Due Date.

1.8 RESPONSE DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Prospective Provider to have their bid response delivered to the City of East Point Contracts and Procurement Department for receipt on or before the above stipulated due date and time. If a bid response is sent by U.S. Mail, the Provider shall be responsible for its timely delivery to the Contracts and Procurement Department.

1.9 LATE RESPONSES

All bid submittals are due in the City of East Point Contracts and Procurement Department located at 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, no later than 3:00 P.M., legal prevailing time, on Friday, September 7, 2018. All bid submittals shall be time and date stamped according to the clock in the City's reception area. Any bid submittals received after this appointed time will be considered late and will be returned unopened to the Provider at the Provider's expense. The Bid Due Date can be changed only by numbered addendum.

1.10 CONTACT PERSON

For information regarding this Invitation to Bid, contact the City of East Point Contracts and Procurement Department dray@eastpointcity.org. **Deadline for submittal of all inquiries is twelve o'clock (12:00), noon, on Friday, August 24, 2018.** Any response to inquiries shall be made by the City in writing to all Providers by numbered addendum. No verbal responses shall be authoritative.

1.11 BID INQUIRIES AND CLARIFICATION REQUESTS

Proposers may submit requests for clarifications or interpretations regarding this solicitation. Providers must prepare such requests in writing for the City's consideration as set forth in this section of the solicitation. While the City has not placed an initial limitation on the number of requests which can be submitted, Providers are cautioned that if Providers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **twelve o'clock (12:00 P.M.) noon on Friday, August 24, 2018**, local prevailing time. Proposers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification or interpretation, and that the City's failure to respond to any such request will not relieve the Provider of any obligations or conditions required by this solicitation. If the requests are submitted to the City via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state "***Inquiry Enclosed***" to differentiate such parcels from those containing final bid submittals.

Requests for clarification or interpretation regarding this solicitation shall only be submitted in writing (letter, fax, or email) to:

**East Point Contracts and Procurement Department
Attention: Dena Y. Ray, Contract Specialist
1526 East Forrest Avenue, Suite 400
East Point, Georgia 30344**

**Email: dray@eastpointcity.org
Fax: (404) 270-7824**

**RE: Bid No. 2019-1680
Lime Slurry (Calcium Oxide)
Bid Due Date: 3:00 P.M., Friday, September 7, 2018**

Telephone inquiries will not be accepted. All responses to written requests for clarification, interpretation, or additional information will be distributed as numbered addenda to this ITB and posted on the City of East Point website <http://www.eastpointcity.org/contracts-procurement/>. The deadline for inquiries is **twelve o'clock (12:00 P.M.) noon on Friday, August 24, 2018.**

No oral interpretation, instruction, or information concerning this ITB given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this ITB deemed non-responsive by the City. Only written responses issued by numbered addendum to this ITB should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this ITB. These addenda will be numbered consecutively and will be posted on the City's website which is located at

<http://www.eastpointcity.org/contracts-procurement/>. These addenda will be issued by, or on behalf of, the City and will constitute a part of this ITB. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this ITB shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.0 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All minimum and technical requirements, unless otherwise specified, must be met, or must be capable of being met by the Provider upon the award of the Contract or their submittal will be disqualified as being non-responsive.

2.1 NO CONTACT DURING THE PROCUREMENT PROCESS

The City of East Point requires that the evaluation and award process for City contracts be free from both actual and perceived impropriety, and that contact between potential vendors and City officials, elected officials, and staff regarding pending awards of City contracts shall be prohibited.

2.1.1 No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the award by the City Council except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

2.1.2 All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed only to the Purchasing Agent.

2.1.3 Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Director that the submitted bid or proposal of the person, firm, or entity is in violation of this condition and is "non-responsive", and will not be considered for award.

2.1.4 From the date of issue to the Public until after the Notice of Award has been officially issued by the City Council, Prospective Providers shall make all contact with the City through the assigned Contract Specialist, **Ms. Dena Y. Ray**, in the **Contracts and Procurement Department, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: dray@eastpointcity.org**.

2.2 CLARIFICATION AND ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this ITB and the Contract. Proposers must prepare such requests in writing for the City's consideration as set forth in this section of the ITB. While the City has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after **twelve o'clock (12:00 P.M.) noon on Friday, August 24, 2018**, local prevailing time. Proposers are advised that this section places no obligation on the part

of the City to respond to any or all requests for clarification or interpretation, and that the City's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this ITB. If the requests are submitted to the City via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state "***Inquiry Enclosed***" to differentiate such parcels from those containing final bid submittals.

Requests for clarification or interpretation regarding this ITB shall only be submitted in writing (letter, fax, or email) to:

East Point Contracts and Procurement Department
Attention: Dena Y. Ray, Contract Specialist
1526 East Forrest Avenue, Suite 400
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No oral interpretation, instruction, or information concerning this ITB given by any employee or agent of the City shall be binding on the City. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this ITB deemed non-responsive by the City. Only written responses issued by numbered addendum to this ITB should be considered by the Proposers.

During the period provided for the preparation of Proposals, the City may issue addenda to this ITB. These addenda will be numbered consecutively and will be posted on the City's website which is located at <http://www.eastpointcity.org/contracts-procurement/>. These addenda will be issued by, or on behalf of, the City and will constitute a part of this ITB. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this ITB shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.3 SOLICITATION SCHEDULE

Below is the current schedule of the events that will take place in the solicitation process. The City reserves the right to make changes or alterations to the schedule as the City determines is in its best interest. Prospective Providers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified. The City reserves the right to modify the times, dates, and events.

Time / Date	Event
By Close of Business, Thursday, August 9, 2018	Invitation to Bid (ITB) Issued to Public
No later than 12:00 noon on Friday, August 24, 2018	Deadline to Submit Inquiries and / or Requests for Clarification
By Close of Business, Friday, August 31, 2018	Deadline for Issuance of Addenda to the Public
No later than 3:00 P.M. on Friday, September 7, 2018	Solicitation Due Date

2.4 METHOD OF AWARD

Award of this Contract shall be made to the responsive, responsible Provider whose bid price represents the apparent lowest bid. At any time prior to award, the City may find that a Provider is not responsible to receive an award.

The City reserves the right to award to that Provider who will best serve the interests of the City, for the product(s) / service(s) that will best serve the needs of the City of East Point. The City also reserves the right to waive minor variations in the specifications and in the solicitation process. The City reserves the right to accept or reject any and / or all bid submittals and to award a Contract based on the requirements and stipulations contained in the ITB.

2.5 DISQUALIFICATION OF PROVIDER

The submission of more than one (1) bid submittal to the City as the primary Provider or as a member of a Joint Venture for the same work / services / goods by an individual firm, partnership, or corporation under the same or different names may be grounds for disqualification of a Provider and the rejection of the bid submittals in which they have participated.

2.6 RESERVED RIGHTS

The City shall be the sole judge of the bid submittals and the resulting awards and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any Provider to perform the work or service requested or to provide the goods required. Information the City deems necessary to make this determination shall be made available by the Provider. Such information may include, but shall not be limited to, current financial statements; litigation histories; verification of availability of personnel and inventory; and past records of performance.

2.7 INSURANCE REQUIREMENTS

The Selected Provider shall maintain general liability, automobile bodily injury liability, and professional liability insurance, issued by not less than an "A" insurance carrier, as determined by the rating firm A.M. Best, and who is licensed to issue such coverage in the State of Georgia, in the amount of not less than one million dollars

(\$1,000,000.00) per person, per occurrence, insuring the Selected Provider and its employees, representatives, and agents against liability for negligent, willful, or otherwise tortuous acts of omissions by the Selective Provider, its agents, representatives, or employees in connection with the Selected Provider's provision of work and / or service(s), and obligations contemplated by this solicitation. That policy of insurance shall list the City of East Point, Georgia, and its employees, appointed officials, contractors, or other designees, as additional insured, (with the exception of Workers' Compensation and Professional Liability Insurance which shall be exempt from this requirement) and the Selected Provider shall provide to East Point's Contracts and Procurement Office a Certificate of Insurance reflecting such coverage prior to the commencement of work and / or services contemplated in this solicitation.

2.7.1 The above referenced policy shall include a provision that the policy shall not be cancelled nor modified without providing, at a minimum, a thirty (30) day notice to the City of East Point, Georgia.

2.7.2 All Certificates of Insurance must have affixed a completed ISO 2004 CG 20 10 Additional Insured Endorsement (revised short form) which references the Contract Number assigned by the City, and a brief description of the work or services to be performed.

2.7.3 All Insurance Certificates issued regarding this solicitation must clearly reference the City's solicitation number and the official title of the awarded Contract.

2.8 HOLD HARMLESS REQUIREMENT

Neither the City, its staff, its representatives, nor any of its consultants and / or attorneys shall be liable for any claims and / or damages resulting from the invitation, advertisement, collection, review, evaluation, and / or tabulation of responses to this solicitation.

The Selected Provider shall indemnify and hold harmless the City of East Point, Georgia, and any and all elected officials, employees, contractors, representatives, or agents of the City of East Point, Georgia, from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) [hereinafter referred to as "Indemnified Costs"] resulting from a breach by the Selected Provider of any of the agreements, representations, trademarks, or warranties of the Selected Provider contained in this solicitation or their response thereto, or caused by, or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Provider, its agents, representatives, or employees in connection with the Selected Provider's provision of work and / or services and obligations contemplated by this solicitation, response thereto, or Contract resulting there from. The indemnity obligation of the Selected Provider under this section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute(s) of limitation(s).

2.9 ACCURACY OF SOLICITATION AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this solicitation, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the solicitation documents other than those provided or given in writing as an addendum to this Invitation to Bid.

Should a recipient of this solicitation find discrepancies in or omissions from this solicitation and related documents,

the recipient of this solicitation shall immediately notify the Purchasing Contact Person referenced in this solicitation in writing at the following address: **City of East Point Contracts and Procurement Department, Dena Y. Ray, dray@eastpointcity.org, Contract Specialist, 1526 East Forrest Avenue, Suite 400 East Point, Georgia 30344 or Fax Number 404.270.7824.** A written addendum, if necessary, will then be made available to each recipient of this bid.

2.10 RESPONSIBILITY OF PROVIDER

Each Prospective Provider is encouraged to conduct all necessary investigations and review all available and relevant data and information, which is considered necessary, in their judgment, to assume the responsibilities outlined in this solicitation prior to the submittal of their bid response. Prospective Providers are reminded of the City of East Point's "No Contact During Procurement" requirement and shall only contact the person designated in the solicitation.

2.11 CONFIDENTIAL INFORMATION

Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) regarding information that is not subject to public disclosure. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark that portion of your proposal as such; however, the City cannot guarantee that it will not have to disclose such information in accordance with the City's interpretation of the applicable public records laws.

2.12 CITY RIGHTS AND OPTIONS

This solicitation constitutes an invitation to submit a bid to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:

- This solicitation does not obligate the City to select, procure, or contract for any goods or services whatsoever.
- The City of East Point reserves the right to award a contract based on this solicitation and the bids received (in whole or in part) to one (1) or several Providers.
- The City reserves the right to change or alter the schedule for any events associated with this solicitation and, if required, to notify the Prospective Providers. A Prospective Provider, by submitting a bid, agrees to be bound by any modifications made by the City.
- All costs incurred by a Prospective Provider in response to this solicitation, any evaluations, and the selection process undertaken regarding this solicitation, and any negotiations which may result with the City will be borne by the Provider.
- The City reserves the right to reject all bids and components thereof or to eliminate all Providers responding to this solicitation from further consideration for Contract award, and to notify such Providers of the City's determination.
- The City may cancel this solicitation without the substitution of another solicitation and terminate this procurement at any time without any liability whatsoever.

- The City reserves the right to waive any technicalities or irregularities in the bids.
- The City reserves the right to eliminate any Provider who submits an incomplete or inadequate bid response or is not responsive to the requirements of this solicitation.
- The City may request Providers to send representatives to the City for interviews and presentations.
- To the extent deemed appropriate by the City, the City may select and enter into discussions and negotiations with the Provider(s) submitting bid(s), which are found to be reasonably susceptible for award.
- The City reserves the right to discontinue negotiations with any selected Provider.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this solicitation.
- All bids (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the responses without further cost to the City.
- The City may add to or delete from the Scope of Work / Scope of Services and / or goods required set forth in this solicitation.
- All bids not received by the Bid Due Date shall be rejected and returned unopened.
- Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this Invitation to Bid.
- The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any solicitation or solicitation response and to observe and investigate the operations of such facilities.
- By responding to this Invitation to Bid, Providers acknowledge and consent to the rights and conditions set forth in this solicitation.

2.13 COST OF RESPONSE PREPARATION AND SELECTION PROCESS

Each response, including preparation of all information required to be included in a response pursuant to this solicitation, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Provider. In addition, the Provider shall be solely responsible for all costs (including engineering and legal costs) incurred by such Provider regarding this selection process, including any costs incurred by the Provider in any subsequent negotiations or discussions entered into in connection with developing the bid response. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the bid response or other information required by this solicitation or the procurement process or in connection with the selection process or any negotiations. All Bid Prices submitted to the City must be F.O.B. East Point, Georgia, and

must exclude printing, postage, mailing, shipping, or delivery costs, freight or transportation charges, and taxes of any type.

2.14 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the bid responses, the City will evaluate the bid responses, including the Providers' references, financial statements, experience and other data relating to the Provider's qualifications and their abilities to perform the service / work and / or provide the goods. If requested by the City of East Point Contracts and Procurement Department, the Provider may be required to submit additional or supplemental information to determine whether the Provider meets all the City's qualification requirements.

2.15 REPORTING RESPONSIBILITIES

The Selected Provider will report directly to the Director of the Requesting Department, or their designated representative.

2.16 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Solicitation / Request for Proposal / Request for Qualifications is subject to the Georgia Security and Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids / proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security.

Completed, notarized **E-Verify Affidavits** for the Provider, their proposed Subcontractors (if any) and proposed Sub-subcontractors (if any) must be submitted with your ITB response to participate in this solicitation.

The Provider recommended by the Requesting Department for Contract award shall be required to submit a complete, notarized **S.A.V.E. Affidavit** prior to receiving official and formal Contract award from the City.

All goods, and / or Services rendered by the Selected Provider(s) pursuant to this solicitation or any resultant contract(s) and / or agreement(s) shall be provided in accordance with all applicable federal, state, and local guidelines, laws, and regulations. If requested to do so by the City, the Selected Provider(s) must provide references and assurances to the City that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant contract award(s). **See Attachment "A" E-VERIFY AFFIDAVITS AND S.A.V.E. AFFIDAVIT.**

2.17 AUTHORIZATION TO TRANSACT BUSINESS

If the Provider is a Georgia-based corporation, the corporation, prior to Contract execution with the City, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Provider is a foreign, non-Georgia-based, corporation, the corporation, prior to Contract execution with the City shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.18 RIGHT TO PROTEST

Any actual or prospective provider, bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the prequalification, solicitation or award of a contract shall protest to the Purchasing Agent. Protestors are urged to seek resolution of their complaints initially with the Purchasing Agent. A protest with respect to an Invitation for Bids or Request for Proposals or Request for Qualifications shall be submitted to the Purchasing Agent in writing within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, but in no circumstance after five (5) calendar days of notification of award of contract.

The City's Municipal Code shall govern all such matters. The City's Municipal Code may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

2.19 ETHICS REQUIREMENTS

As provided in **Chapter 4, Section 2-4001- Declaration of Policy (Ord. No. 016-13, 7-1-13)**, Prospective Providers shall not offer any gratuities, favors, gifts, honorariums or anything of any monetary value whatsoever to any official, employee, representative, and / or agent of the City of East Point for the purpose of influencing consideration and / or award of this solicitation and / or for the purpose of being viewed more favorably and / or more agreeably than others who may also be competing for award. Violation of this clause shall result in the immediate elimination of the Provider's response from award consideration and may also result in criminal actions and / or criminal penalties against the Provider, the Provider's representative(s) and the City employee(s), if found to be compliant or in complicity and / or collusion therewith.

All Selected Providers, by entering into a service and / or contractual agreement with the City of East Point, agree to be bound by and comply with all applicable provisions of Part 2, Chapter 4, and Ethics Policy of the Code of Ordinances of the City of East Point, Georgia. Full text of this ordinance may be obtained from the City Clerk's Office by telephoning 404.270.7100 or online by visiting <http://www.municode.com/>. The City's Code of Ordinances may also be found on the City's web site at the bottom of each Department's page (in the black bar at the bottom of the page) under the heading "**MuniCode**".

2.20 NON-COLLUSION

By submitting a signed bid response, the Provider certifies that there has been no collusion with any other Provider. Reasonable grounds for believing Provider has an interest in more than one bid response will result in rejection of all bid responses in which the Provider has an interest. Any party to collusion may not be considered in future solicitations for the same or similar work. When, for any reason, collusion or other anticompetitive practices are suspected among any bidders or Offerors, a notice of the relevant facts shall be transmitted to the City Attorney for investigation.

2.21 PAYMENT

Invoices for payment will be submitted as services are completed or goods are received, but no more than once in any calendar month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based upon receipt of the deliverables, and / or a completed check lists of the services and / or work performed and / or a list of the goods received, and upon inspection and a completed written acknowledgement by the City's Authorized Representative of the work / services performed and / or the goods received. The City will not submit payment(s) in advance for any goods not already received and confirmed

as compliant with the City's specifications, or for work or services not already performed to the City's instructions and specifications.

2.22 PRICING

Bid Price will be a deciding factor in the ranking of the Providers. Qualified Providers will be ranked from apparent lowest priced Bidder to the apparent highest priced Bidder. Included in this solicitation is a Bid Price Sheet which must be completed and returned to the City by the established opening deadline in order to be given consideration for Contract award.

2.23 BID BOND, PAYMENT BOND, AND PERFORMANCE BOND – N/A

2.24 GENERAL REQUIREMENTS

2.24.1 The successful Provider must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days' notice by the City of East Point of a defect, damage, or deficiency.

2.24.2 The successful Provider must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the City for at least twenty-four (24) months. Should a Provider be other than the manufacturer, the Provider, and not the City, is responsible for contacting the manufacturer. The Provider is solely responsible for arranging for any warranty services to be performed.

2.24.3 The successful Provider shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from this solicitation or of any of its rights, titles, or interests therein without prior written consent of the City of East Point City Council.

2.24.4 In case of default by the successful Provider, the City of East Point may procure the goods or services from another source and hold the successful Provider responsible for any resultant excess cost.

2.25 VALIDITY OF BID RESPONSES

All bid responses submitted must be valid for a minimum of one hundred and eighty (180) calendar days from the posted or amended solicitation Due Date. All responses shall be irrevocable for this period of time, until the City officially awards this solicitation, enters into a Contract for the goods / work / services, issues a Purchase Order for the goods / work / services, officially rejects your company's response or rejects all responses, or officially cancels this solicitation, whichever shall first occur.

2.26 OPENING OF BID RESPONSES

At the time and date of the Bid Opening, the bid submittals shall be publicly opened, and the names of the Providers and the bid amount each has provided shall be read aloud to those in attendance. Further examination of the bid responses shall not be allowed by competitors and other interested parties at this time, and shall not take place until after official award of the Contract by the City Council. Proprietary or confidential information marked as such in each bid response package shall not be disclosed without written consent of the Provider. All such requests shall be handled pursuant to the terms and conditions of applicable Federal and State Freedom of Information Acts and the City's Municipal Code. The City's Municipal Code may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

A Bid Tabulation Sheet shall be prepared in a timely manner after the Bid Opening and shall be made available to participating Providers and other interested parties upon receipt of a written request. Verbal requests for Bid Tabulation Sheets shall not be honored.

2.27 FINANCIAL INFORMATION

All individuals / firms are required to provide copies of their financial statements to demonstrate their financial capabilities. Failure to provide this information at the time of bid submittal, or when requested to provide it, may result in a recommendation by the Procurement Director that the response is nonresponsive. Each individual / firm shall be required to submit their financial statements from their most recent three (3) years for City review. Please provide a summary of the individual's or firm's financial resources (including the latest year financial statements, holding company and bonding information). The financial statements are not required to be audited financial statements.

With respect to the number of years of financial statements required by this solicitation, the individual or firm must fully disclose the information for all years required provided, however, if the individual / firm has been in business for less than the required number of years, then the individual / firm must disclose for all years of the required period that the individual / firm has been in business, including any partial year-to-date financial statements. The City may, in its evaluation, consider the unavailability of the most recent year's financial statements and whether the individual / firm acted in good faith in disclosing the financial documents.

2.28 LITIGATION HISTORY

The City will consider a Provider's litigation history in its review and determination for fitness. All Providers are required to disclose any and all of their past, current and pending cases within the last (3) years prior to the solicitation's response due date when requested to do so by the City. Disclosure shall be made regardless of whether such cases were brought by or against the Provider, any parent or subsidiary of the Provider, or any predecessor organization; and regardless of whether such cases are opened or closed.

Providers should offer the style of each case; the court in which each case occurred; and the docket number for each case.

If the Provider is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a Provider's litigation history is an issue of responsibility, the failure to provide the litigation history as required may result in a determination of non-responsiveness by the Procurement Director.

All submitted information will be subjected to disclosure or protection in accordance with the Georgia Open Records Act. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your proposal that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with Georgia Law.

2.29 EXAMINATION OF SOLICITATION DOCUMENTATION

Prospective Providers must carefully review the Invitation to Bid (ITB) documents and shall promptly notify the City of East Point's Contracts and Procurement Department, in writing, of all ambiguities, inconsistencies, unduly

restrictive specifications, or errors that may be discovered upon examination of the documents. The City's Contracts and Procurement Department may be contacted by email at dray@eastpointcity.org or by fax at 404.270.7824. All correspondence must reference the applicable solicitation number and / or title and be as specific as possible in describing the page number, location, and manner of the suspected ambiguity, inconsistency, restrictive specification, or error. If communication with the City is achieved via facsimile, please include a cover sheet to ensure proper receipt of correspondence by the Contracts and Procurement Department.

2.30 REQUIRED SUBMITTALS

The following items must be returned as part of your solicitation response package. Failure to submit any of the requested documentation listed below may result in the disqualification of your solicitation response.

- The completed and signed **Bid Price Sheet – Exhibit II** – One (1) signed original and three (3) identical photocopies of the same. This should be the top page of each response package submitted to the City.
- The completed and signed **Provider's Contact Sheet – Exhibit III** – One (1) signed original and three (3) identical photocopies of the same. – one (1) copy in each set of responses.
- Three completed and signed **Contractor's Reference Forms – Attachment "B"** – One (1) signed original by each of three (3) separate References and three (3) photocopies of each of the three (3) completed forms – one (1) copy of each of the three (3) forms in each of the sets of responses.

The Provider should use the appropriate reference forms (see Attachment "B") and distribute them to the reference organization / firm to complete and return to the Provider upon completion. The Provider is then to include the completed Reference Verification Forms with their response package. The City will verify references provided as part of the review process. Provide a minimum of three (3) references for which the services rendered by the Provider have been performed in the last five (5) years and are comparable in scope and size to those sought by the City of East Point.

- A copy of the Prospective Provider's **State-issued Business License** or **Certification to Conduct Business in Georgia** – Four (4) photocopies of the same – one (1) copy in each set of responses.
- A copy of the Prospective Provider's **Certificate of Insurance** with the required levels of insurance and the requested riders / amendments. – One (1) original and three (3) photocopies of the same – one copy in each set of responses.
- A completed, signed and notarized **E-Verify Affidavits** from the Prime, all Subcontractors, and all Sub-subcontractors. – One (1) original and three (3) photocopies of the same – one (1) copy in each set of responses.
- A completed, signed, and notarized **S.A.V.E. Affidavit** from the Prime supported by valid documentation – One (1) original and three (3) photocopies of the same – one (1) copy in each set of responses.

- A complete **Material Safety Data Sheet (MSDS)** for the chemical your company will be providing – Four (4) photocopies of the same – one (1) copy in each set of responses.

Failure of a Prospective Provider to include **ALL** requested documents with their bid response package may result in the Responder's submission being declared "non-responsive" in nature.

**EXHIBIT I – PRODUCTS / SERVICES TO BE PROVIDED
INVITATION TO BID (ITB) NO. 2019-1680**

**CONTRACT FOR THE PROCUREMENT OF LIME SLURRY (CALCIUM OXIDE)
FOR THE USE IN THE TREATMENT OF POTABLE WATER FOR HUMAN CONSUMPTION**

I. MINIMUM REQUIREMENTS

The Minimum Requirements for this solicitation are listed below.

1. The Selected Provider must provide any and all licenses, bonds, insurance, permits, memberships, accreditations, affidavits, certifications, endorsements, references, etc., required or stipulated by the Federal Government, the State and / or the City in this solicitation package.
 - a. Georgia Business License or Certificate of Authority to Conduct Business in Georgia – Required in response package
 - b. Certificate of Insurance – Required in response package
 - c. Prime's E-Verify Affidavit – Required in response package
 - d. Prime's S.A.V.E. Affidavit – Required in response package
 - e. Professional References – No less than three (3) required in response package
2. The Selected Provider shall provide the City with written guarantees and warranties as stipulated herein.
3. Any and all proposed and / or anticipated exceptions, exclusions, deviations, or extras that differ from the City's expectations and / or specifications for the Contract awarded must be clearly and concisely noted in the Prospective Provider's bid response.
4. Relevant experience of the Provider and the reliability of the product shall be documented by no less than three (3) verifiable references.
5. The Prospective Provider must provide the information requested and provide prices in the format requested. All pricing submitted to the City must be **F.O.B. East Point, Georgia** and must exclude administration or warehousing charges; mailing, shipping or delivery costs; freight or transportation charges; and taxes of any type.
6. The bid price provided by the Prospective Provider **must be all-inclusive**, and is to be the total price to be paid by the City of East Point for the products requested regardless of the costs associated with obtaining, maintaining, storing or delivering the products stipulated herein. The Selected Provider shall be solely responsible for any and all of the costs associated with obtaining and maintaining affidavits, licenses, certificates, fees, permits, bonds, and / or insurance required in order to provide the products requested; any and all of the costs associated with labor, personnel, supervision and / or administration necessary to provide the products requested; any and all of the costs associated with lodging, meals, per diem charges, honorariums and / or incidental expenditures incurred by the required or requested personnel; any and all of the costs associated with shipping, transportation, delivery and / or mailing charges incurred in order to provide the products requested; any and all of the costs associated with any and all machinery, equipment, tools, materials, goods and / or supplies necessary to provide the products requested; and any and all of the costs associated with site preparation, set up, installation, tear-down, demolition,

interfacing, integration, software, hardware, training, customer service and / or customer support necessary to provide the products requested as specified herein.

7. All prices provided by a Prospective Provider must be audited by the Prospective Provider to ensure correctness before the Bid is submitted to the City. The Prospective Provider is solely responsible for the accuracy of information placed on a Bid Price Sheet, including prices. **Clerical or mathematical error is insufficient to void a successful Bid**, but a Prospective Provider may withdraw a sealed Bid prior to the Bid Due Date without penalty.
8. All prices must be submitted in the format requested. When multiple items are being bid, the Prospective Provider must show both the unit price and the total extended price for each item based upon the quantity provided by the City. When applicable, the Prospective Provider must include an additional Lump Sum Bid for groups of items. In the event of an extension error, unit pricing shall prevail.
9. The Selected Provider must be able to provide the City with blended Poly-Orthophosphate that meet or exceed the minimum specifications / requirements contained herein. In addition, the Selected Provider must be able to provide delivery and unloading of the chemical to the City's Water Treatment Plant no later than seventy-two (72) hours after receiving a request for the chemical from the City.
10. The chemical supplied by the Selected Provider must meet the any and all applicable standards set by recognized testing authorities for this type of chemical, and must be in compliance with any and all local codes and regulations.
11. The specifications of and the packaging of the proposed blended Poly-Orthophosphate by Prospective Providers must meet or exceed the City's minimum specifications / requirements. **Any and all deviations and / or exclusions and / or additions in the Provider's product(s) must be listed and explained in detail in an Exceptions Listing and included in the Provider's response package.**

II. PRODUCT SPECIFICATIONS

The **Lime Slurry** the City has been using and desires for use in the City's Water Treatment Plant is referred to as either Quicklime (CaO) or hydrated lime (Ca(OH)², which is hydrated in a slaking process before it is used for chemical coagulation, precipitation, pH adjustment and chemical stabilization of sludge. The product must be shipped by the Provider, at the Provider's expense, to the City in forty-five thousand (45,000) pound tanker loads. Water treated with **Lime Slurry** (Calcium Oxide) is considered safe for human consumption.

NOTE: Any references in this solicitation to brand names, manufacturers, suppliers, catalogue numbers, style numbers, or other proprietary identifiers have only been included for the purpose of providing an example to the Bidders of the type and quality of the item the City wishes to procure. Items that are demonstratively equivalent shall be acceptable to the City. The City reserves the right to require demonstration or other proof of equivalency from the Prospective Provider prior to the acceptance of an alternative.

Since the necessity for any chemical is determined by water quality, the exact quantities of the chemical the City shall procure under this Contract is impossible to ascertain in advance, however, based upon past procurements, approximate estimated quantities and shipping cycles are being provided as follows:

Chemical	<u>Approximate Delivery Frequency</u>	<u>Approximate Deliveries per Year</u>	<u>Approximate Quantity each Delivery</u>	<u>Approximate Annual Quantity Required</u>
Lime Slurry (Calcium Oxide)	Once every 30 days +/-	12 shipments per year +/-	45,000 pounds +/- per tanker load	540,000 pounds +/-

The above approximate estimated quantities and shipping cycles are provided for informational purposes only and in no way are intended to represent either minimum or maximum procurements. The City's actual requirements may result in the need for lesser quantities, or greater quantities, or more frequent shipments or less frequent shipments than those detailed in the chart provided.

The Selected Provider(s) must have the ability to warehouse the designated chemical in a quantity that is sufficient enough to guarantee immediate shipment of a requested quantity to the City with an anticipated arrival time of **no later than seventy-two (72) hours after receipt of the City's procurement request.**

The type of chemical provided to the City must be exactly as specified but does not necessarily have to be the brand specified. Additives such as antioxidants, plasticizers, flame retardants, colorants, extenders, UV absorbers, polymers, surfactants, desiccants, anti-caking agents, wetting agents, humectives, stabilizers, processing agents, etc. shall not be allowed unless the chemical named above is **usually and customarily** sold with the addition of the additive(s). **Any and all additives in the chemical must be listed on the Material Safety Data Sheet (MSDS).**

The **Lime Slurry** (Calcium Oxide) procured by the City from the Selected Provider must be shipped by the Provider, at the Provider's expense, to the City in forty-five thousand (45,000) pound tanker loads.

The Selected Provider will be solely responsible for transportation, delivery, and off-loading of the requested item to be made to the City's Water Treatment Plant. The City's Water Treatment Plant is located at **2001 Headland Avenue, East Point, Georgia 30344.**

- Deliveries of the requested items shall not occur before 8:30 A.M. or after 4:30 P.M., or on weekends or recognized City, State, and / or Federal holidays.
- The Selected Provider shall coordinate the delivery of the chemical with the appointed representative(s) of the Water Treatment Department.
- The Selected Provider shall provide a minimum of seventy-two (72) hours' notice prior to the anticipated delivery of the requested chemical to ensure adequate personnel are available and on duty to accept the delivery.
- Failure to comply with this specific requirement shall constitute a breach of Contract; and may be grounds for order cancellation, without liability to the City of East Point, Georgia.

All pricing submitted to the City of East Point, Georgia, must represent the total product prices the City shall be expected to pay the Selected Provider for the product including delivery in an open body truck, and off-loading. The Bid Price provided by each Prospective Provider must include any and all incidental charges such as warehouse charges, handling fees, delivery and transportation charges to the City of East Point, Georgia, set-up, installation,

integration, testing, deliverables, and any other incidentals for which the Provider might charge separately. The City will NOT pay separate charges for any such items if they appear on the Provider's invoice.

All pricing submitted to the City must be **F.O.B. East Point, Georgia**, and must **exclude** any separate or additional or add-on costs or charges for such items as transportation, shipping, delivery, rigging, handling, storage, administration, customer service, or taxes of any type. **All bids submitted to the City must be all-inclusive.**

Any and all goods and / or services rendered by the Selected Provider(s) pursuant to this solicitation or any resultant contract(s) and / or agreement(s) shall be provided in accordance with any and all applicable federal, state, and local guidelines, laws, and regulations. If requested to do so by the City, the Selected Provider(s) must provide references and assurances to the City that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant contract award(s).



**EXHIBIT II – BID PRICE SHEET
INVITATION TO BID (ITB) NO. 2019-1680**

**CONTRACT FOR THE PROCUREMENT OF LIME SLURRY (CALCIUM OXIDE)
FOR USE IN THE TREATMENT OF POTABLE WATER FOR HUMAN CONSUMPTION**

I certify that I am an officer / authorized representative of the firm listed hereon, that I am duly authorized to enter into legal agreements and bind the firm. I also attest that the information, offering(s) and price(s) provided in this bid response accurately represent the capabilities of the firm in regards to providing the services and / or goods indicated. The City of East Point, Georgia, is hereby authorized to request any officer and / or reference identified in this response package to furnish any information that may be deemed pertinent or necessary to verify information provided or in regard to the reputation and / or capabilities of the firm. I hereby bind the firm and on their behalf agree to furnish the services and / or goods as specified in the solicitation package subject to all instructions, terms, conditions, specifications, addenda, drawings, et cetera, at the price(s) listed hereon. I hereby attest I have read the solicitation documents, including all attachments, specifications, and drawings and believe I believe I fully understand the City's requirements and needs in regards to this solicitation.

Furthermore, I understand the chemicals provided to the City must be exactly as specified herein. Substitutes shall not be accepted. Additives such as antioxidants, plasticizers, flame retardants, colorants, extenders, UV absorbers, polymers, surfactants, desiccants, anti-caking agents, wetting agents, stabilizers, processing agents, etc. shall not be allowed unless the chemical named herein is usually and customarily sold with the addition of the additive. Any and all additives in the chemicals must be listed on the Material Safety Data Sheet (MSDS) provided to the City.

PRICE FOR LIME SLURRY (CALCIUM OXIDE), AS SPECIFIED, DELIVERED PER 45,000 POUND TANKER LOAD:

Item Description	Unit Price Per Gallon	Quantity Requested per Tanker	Total Price per Tanker Load (Price per Gallon x Quantity per Tanker)
Lime Slurry (Calcium Oxide)	\$	45,000 Pounds	\$
TOTAL COST FOR ONE (1) TANKER LOAD OF LIME SLURRY (CALCIUM OXIDE):			\$

Company Name: _____

Address: _____

Address: _____

City / State / Zip: _____

Name: _____

Title: _____

Signature: _____

Date: _____



**EXHIBIT III – PROVIDER’S CONTACT SHEET
INVITATION TO BID (ITB) NO. 2019-1680**

**CONTRACT FOR THE PROCUREMENT OF LIME SLURRY (CALCIUM OXIDE)
FOR USE IN THE TREATMENT OF POTABLE WATER FOR HUMAN CONSUMPTION**

I certify that I am an officer / authorized representative of the firm listed hereon and that the information and offerings provided in this solicitation response accurately represent the capabilities of my firm in regards to providing the services and / or goods indicated. The City of East Point, Georgia, is hereby authorized to request any officer and / or reference identified in this response package to furnish any information that may be deemed pertinent or necessary to verify and / or confirm information provided by me or in regard to the reputation and / or capabilities of my firm to perform the services requested. I hereby bind my firm and on their behalf agree to furnish the services and / or goods as specified herein for the term and at the prices agreed upon in negotiations with the City. I hereby attest I have read the solicitation documents, including all attachments, and believe I fully understand the City’s requirements and needs.

My/Our company is a: Sole Proprietor Corporation Partnership Joint Venture

Company Name: _____

Address: _____

Address: _____

City / Federal / Zip: _____

Federal ID Number: _____

Telephone Number: _____

Fax Number: _____

Website Address, if any: _____

Name: _____

Title: _____

Email Address: _____

Cell Phone Number: _____

Signature: _____

Date: _____

This page must be completed and should be the first page of each and every response included in a submittal. A valid submittal shall consist of one (1) signed, unbound original conspicuously marked "ORIGINAL" and three (3) bound photocopies that are identical to the original and are conspicuously marked "COPY". Failure to submit the Invitation to Bid (ITB) response in the manner detailed stated herein or failure to enclose additional requested documentation, if any, may result in the disqualification of your submission.

ATTACHMENT "A"
E-VERIFY AFFIDAVITS / S.A.V.E. AFFIDAVIT INSTRUCTIONS

E-Verify Affidavits - This solicitation is subject to the **Georgia Security and Immigration Compliance Act**. Pursuant to the **Georgia Security and Immigration Compliance Act of 2006**, as amended by **2011 House Bill 67**, Prospective Providers are hereby notified that all solicitations for services or work that are to be physically performed within the State of Georgia must be accompanied by proof of the Prospective Provider's registration, the registration of their proposed Subcontractor(s) and the registration of their proposed Sub-subcontractor(s) with the **E-Verify Program**, as well as attestation to each party's continuing and future participation in the **E-Verify Program** as established by the **United States Department of Homeland Security**.

To ensure complete compliance with the new laws / regulations, the City has made a determination to require proof of participation in the E-Verify Program from all Prospective Providers, all Provider's proposed Subcontractor(s) and all Provider's proposed Sub-subcontractor(s) at the time the Prospective Provider's solicitation response is submitted to the City. Completed, notarized E-Verify Affidavits must be submitted, at the time of the solicitation response and shall be included in the Provider's response proposal submittal package. Providers who are unable to provide such documentation when requested to do so will be eliminated from participation in award consideration.

The forms are to be submitted to the City and placed within the Prospective Provider's response proposal submittal package as instructed in Part II of this solicitation. Prospective Providers must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor's Affidavit. Under Georgia law, the City of East Point cannot provide award consideration to any Prospective Provider who cannot provide a completed E-Verify Affidavit.

Solicitation responses that are received without the inclusion of such documentation in the response proposal submittal package may be considered "non-compliant" and / or "non-responsive" and may be eliminated from Contract award by the City.

An E-Verify Contractor's (Prime Offeror's) Form, an E-Verify Subcontractor's Form and an E-Verify Sub-Subcontractor's Form have been included on the City's web site for your convenience.

S.A.V.E. Affidavit - The City of East Point is required to verify the status of anyone who applies for a Public Benefit through the City. Public Benefits are defined by state statute, O.C.G.A. § 50-36-1, by Federal statute, 8 U.S.C. §1611 and 8 U.S.C. §1621, and by the Office of the Attorney General. Pursuant to these definitions, Contracts awarded by the City of East Point are considered "Public Benefits." Beginning on January 1st, 2012, any person or persons awarded a Public Benefit must show a secure and verifiable document, and complete the S.A.V.E. Affidavit.

Documents which are considered "secure", "verifiable" and therefore "acceptable" have been identified by the Office of the Attorney General for the State of Georgia. A list of those documents may be obtained directly from the State of Georgia (<http://law.ga.gov/immigration-reports>) or from the Federal Government.

The Selected Provider(s) is required to execute the S.A.V.E. Affidavit verifying their status and show a secure and verifiable document prior to the final award of any Contract by the City. The S.A.V.E. Affidavit has been included on the City's web site for your convenience.



Attachment "B"
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: Bid No. 2019-1680

SOLICITATION TITLE: Procurement of Lime Slurry (Calcium Oxide) in 45,000 Pound Tanker Loads

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification: _____

Reference Organization: _____

Project / Product Verified (Include the Project-Product Name or Title and a brief description of the Project-Product):

Person Contacted: _____

Title of Contact: _____

Telephone Number including extension: _____

Email Address: _____

Questions	Yes	No
1. Were you satisfied with the Vendor's attention to your needs / requirements / specifications?	_____	_____
2. Did the Vendor's product perform as desired / anticipated?	_____	_____
3. Did the Vendor provide the anticipated products within budget and when promised?	_____	_____
4. Would you procure goods from this Vendor again?	_____	_____

Additional comments provided by Provider's contact:

Signature

Date