



REQUEST FOR BID

LIQUID OXYGEN AND TANK RENTAL FOR SHAMROCK AND BLALOCK RESERVOIRS

Bid Number 2018-WP-08

March 2018

**CLAYTON COUNTY WATER AUTHORITY
1600 Battle Creek Road,
Morrow, Georgia 30260**

Bid Opening: **Wednesday, May 2, 2018 at 3:00 p.m. (local time)**
1600 Battle Creek Road, Morrow, GA 30260

Non-Mandatory **Thursday, April 19, 2018 at 3:00 p.m. (local time)**
Pre-Bid Meeting: **1600 Battle Creek Road, Morrow, GA 30260**

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Addenda None issued at this time.

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Division 1

General Overview

Section 1: Request for Bids

Clayton County Water Authority
1600 Battle Creek Road
Morrow, Georgia 30260

Name of Project: **Liquid Oxygen and Tank Rental for Shamrock and Blalock Reservoirs**

The Clayton County Water Authority will open sealed bids from qualified contractors at its office located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Wednesday, May 2, 2018 at 3:00 p.m. (local time)** for **Liquid Oxygen and Tank Rental for Shamrock and Blalock Reservoirs**. Any bids received after the specified time will not be considered.

A Non-Mandatory Pre-Bid meeting will be held at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Thursday, April 19, 2018 at 3:00 p.m. (local time)**.

In an effort to promote responsible environmental practices this bid package is available in electronic (Adobe PDF) format and can be requested by calling 770-960-5223, M-F, 8:00 am - 5:00 pm or by e-mail to CCWA_Procurement@ccwa.us. Proposers will need to provide contact information and an email address, and any file size transfer limits to insure email transmittals can be made. A hardcopy bid package can also be requested at a cost of \$25.

Clayton County Water Authority

Mr. John Chafin, Chairman

END OF SECTION

Division 1

General Information

Section 2: General Overview

2.1 Intent and Purpose

The Clayton County Water Authority (CCWA) intends to contract with an experienced vendor to provide a liquid oxygen storage tank system under a lease, installing the tank and associated components, and maintaining the equipment according to the specifications and requirements provided within this Request for Bid documents, meeting all federal, state, and local regulations.

2.2 Bid Evaluation

A contract will be awarded to the lowest responsive responsible bidder whose bid conforms to the Request for Bid specifications, and will be the most advantageous to the CCWA. An evaluation will also be performed to ensure bidder complies with the required submittals. Determination of best responsive responsible bidder will be the sole judgment of the CCWA.

To be considered responsive to this bid, bidders are required to bid on all work items listed on the "Bid Form", and to complete and provide all required bid submittals as listed on the "Bid Submittal Requirements".

2.3 Addendum

Bidders may ask questions regarding this bid prior to the bid opening. To be considered, all questions must be received in writing either by fax (770-960-5237) or by email to **CCWA_Procurement@ccwa.us** by **3:00 p.m. (local time)** on **Monday, April 16, 2018**. Any and all responses to bidders' questions will be issued in the form of an Addendum by fax or email. All addenda issued shall become part of the Bid Documents.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

These instructions are to be followed by every entity bidding to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the bid, and any bidder agrees that tender of a bid constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into, and considered part of any contract the bidder ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the bidder's responsibility to seek clarification immediately from the CCWA, as early as possible, prior to the bid opening. All requests for interpretations of specifications must be made in writing as instructed in this document not later than five (5) business days prior to receipt of bids.
2. Any changes to this solicitation will be issued via a written addendum. Such addendum will be issued no later than 72 business hours prior to the bid opening. The CCWA will take reasonable steps to ensure that known perspective Bidders have all applicable addenda, however, it is ultimate responsibility of the Bidder to ensure they have all applicable addenda to the bid submission. An addendum may be issued via the CCWA website, email, fax or regular mail. The CCWA assumes no responsibility for the Bidder's failure to receive any addenda issued.
3. The Bidders must acknowledge any issued addenda. Bidders who fail to acknowledge the receipt of any addendum will result the rejection of the bid if the addendum contained information which substantively changed the CCWA's requirements. This determination will be at the sole discretion of CCWA. The CCWA assumes no responsibility for the Bidder's failure to acknowledge any addenda issued.
4. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the CCWA during the bid process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the bidder.

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Bid Requirements

Section 1: Instructions to Bidders

5. Pre-bid meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory; although vendors are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the vendor must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
6. In the event that, after the acceptance of a bid by the Board of Directors of the CCWA, any unsuccessful bidder wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful bidder by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.
7. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary.
8. Bids must be made on the enclosed Bid Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Bid Form need to be submitted, and these copies must be **typewritten or printed in ink**. All copies of any Bid Forms must be signed in ink by the person or persons authorized to sign the Bid Form. The person signing the Bid Form must initial any changes or corrections.
9. The name of the person, firm, or corporation making the bid must be printed in ink, along with the bidder's signature, on all separate sheets of the Bid Form. If a bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the bid must show the name of the State under the laws of which the Corporation is chartered and his, or their authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Bid Form.
10. All bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the bid shall submit it in a sealed envelope on or before the

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Bid Requirements

Section 1: Instructions to Bidders

date and time specified in the bid package. The envelope shall be marked "**Sealed Bid**" and carry the bid title, and date and time of opening as set forth in the bid package. The envelope shall also bear the name of the party making the bid and the party's address. Unless otherwise instructed, address bids to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. Even if a bid is not submitted, the Bid Form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.

11. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications but may not alter any of the language contained in the solicitation.
12. In the case of goods, the person, firm or corporation making the bid may bid all items. All items may be considered separately, at the discretion of the CCWA.
13. In the case of equipment, these must be new and the most current model available. Determination of best bid response relies in part on the number of required specifications met.
14. In the event that no bidders meet specifications, the CCWA reserves the right to either reject all bids, or choose whichever equipment is most advantageous to the Authority.
15. No person shall prevent or attempt to prevent competition in such bid. Such bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.
16. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected seal bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
17. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the

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Section 1: Instructions to Bidders

CCWA for ninety (90) days after the date set for the opening thereof.

18. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The bidder further certifies that the prices shown in any schedule of items on which the bidder is proposing are in accordance with the conditions, terms and specifications of the bid, and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the bidder shall merit withdrawal of the bid.
19. Copies of all communication pertaining to bids must be sent to the Contracts, Compliance and Risk Management Section.
20. The purpose of this bid is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the bid. Exemption certificates are furnished upon request.
21. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid Form.
22. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period. The Bidder shall retain title for the risk of transportation, including filing for loss or damage. In case of critical need, if the successful bidder cannot deliver the goods upon the Authority's urgent demands, the Authority reserves the right to pick up the goods from the bidder at a discount,
23. Quantities when shown are estimates only, based on anticipated needs. The CCWA does not guarantee any minimum or maximum quantities under this bid/contract. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a bidder intends to offer minimum or maximum

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shipment quantities, such intent and such quantities should be specified on the Bid Form. Otherwise, none will be assumed.

24. The time for completion of the work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the contract time.
25. The bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
26. The successful bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
27. The Contract between the CCWA and the Contractor shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
28. Failure to execute the Contract within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award. At the discretion of the CCWA, the award may then be made to the next lowest responsible vendor or re-advertised.
29. Award of this bid shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the cost thereof; to reject any bid, or any number of bids; to negotiate with any bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low bid for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of error(s).

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Section 1: Instructions to Bidders

32. Bids received from two (2) or more vendors that are identical in price, delivery and meet the requirements of the bid specifications, shall be awarded on the following basis:
 - a. The bid submitted by a vendor who does not have a documented negative vendor performance record.
 - b. The bid submitted by a vendor who is located within Clayton County.
 - c. The bid submitted by a vendor who is certified by our Small Local Business Enterprise Program.
 - d. If the tie bids meet all the above criteria, and it is not in the Authority's best interest (at its sole discretion) to split the award, the bid award is based on the toss of a coin by CCWA staff in a public session. The vendors involved will be invited to attend the coin toss at a stated date and time. One or more witnesses from both CCWA Procurement and the Requesting Department may be present. A simple coin toss (called by the vendor listed first in the alphabet) will break the tie and decide the award.
33. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the CCWA in evaluating the bid package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible bid:
 - a. Ability of bidder to perform in the time frame needed by the CCWA.
 - b. Reputation of the bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
 - e. Preference for local vendors where there is no significant variance in price or service.
34. Bidders are notified that the Authority reserves the right to include among the factors considered in awarding the contract the proximity of each bidder's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a bidder other than the bidder offering the lowest price where: (a) the difference in price between the low bidder and the preferred bidder is nominal; and (b) the Authority's Board determines that the preferred bid provides the most cost-effective option due to the closer proximity of the preferred bidder's place of business to the affected Authority facility or facilities. In such a situation, by responding to this bid, the bidder waives any cause of action against the

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Authority for frustration of bid or under any similar legal theory; furthermore, the bidder agrees to pay all costs and expenses, including but not limited to, attorney fees, incurred by the Authority in defending against any such claim.

35. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Bidders are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
36. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for "Directories", link for "UCP Directory - Excel" at:
<http://www.dot.ga.gov/PS/Business/DBE>.

The successful Bidder will be asked to provide, along with his Request for Payment each month a list of qualified MBE/WBE businesses utilized on this Project.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

37. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

END OF SECTION

Division 2

Bid Requirements

Section 2: Risk Management Requirements

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with CCWA Certificates of Insurance, certifying the required insurance coverages and stating that each policy has been endorsed to provide thirty (30) day notice to CCWA in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by CCWA's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

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Bid Requirements

Section 2: Risk Management Requirements

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations. However, it is not required for this project.

Umbrella and/or Excess Liability – The Umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the CCWA is requiring a \$5,000,000 Umbrella or Excess Liability Limit for this project.

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations. However, it is not required for this project.

END OF SECTION

Division 2

Bid Requirements

Section 3: Bid Submittals

3.1 Bid Submittal Requirements:

The following items are required to be included as part of the bid submittal. Failure to include any of these items may result in the bid being deemed non-responsive.

- A. Bid Form.
- B. Bidder Qualification Information Form including References.
- C. Georgia Security and Immigration Compliance Act of 2006 form.
- D. Contractor Affidavit and Agreement form.
- E. Subcontractor Affidavit form.

If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the bid MUST also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" - Not Applicable.

Clayton County Water Authority (CCWA) cannot consider any bid which does not include completed affidavits. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All Bidders intending to do business with CCWA are responsible for independently apprising themselves and complying with the requirements of that law and its effect on CCWA procurements and their participation in those procurements.

- F. Addenda (if any).

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Form

Bid of _____
(Hereinafter "Bidder"), organized and existing under the laws of the State of _____,
doing business as _____ (insert "a corporation," "a
partnership," or "an individual" or such other business entity designation as is applicable).

To the Clayton County Water Authority (hereinafter "CCWA").

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for
Liquid Oxygen and Tank Rental for Shamrock and Blalock Reservoirs in strict
accordance with the Contract Documents as enumerated in the Request for Bids, within the
time set forth therein, and at the prices stated below.

By submission of this bid, Bidder certifies, and in the case of joint bid each party thereto
certifies as to the party's own organization that this bid has been arrived at independently,
without consultation, communication, or agreement as to any matter relating to this bid with
any other Bidder or with any competitor. Bidder also certifies compliance with the Instructions
to Bidders.

In submitting this bid, Bidder certifies Bidder is qualified to do business in the state of Georgia
as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such
qualification prior to contract award.

CONTRACT EXECUTION AND BONDS:

The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with
CCWA on the form included in the Documents to perform and furnish Work as specified or
indicated in the Documents for the Contract Price derived from the bid and within the times
indicated herein and in accordance with the other terms and conditions of the Documents.

Bidder accepts the terms and conditions of the Documents.

INSURANCE:

Bidder further agrees that bid amount(s) stated herein includes specific consideration for the
specified insurance coverage.

CONTRACT TIME:

Bidder hereby agrees to commence work within fourteen (14) calendar days under this
contract or on a date to be specified in the Notice to Proceed. The Bidder shall deliver and
install the system by March 1st, 2019. It is anticipated the contract to the Bidder shall be

Division 2

Bid Requirements

Section 4: Bid Form

issued after our June 7th Board of Directors meeting to be given adequate time to complete the necessary tasks for this project, and to coordinate efforts with the other contractors' construction activities. The Bidder and CCWA recognize that time is of the essence in completing this work and that there are delays, expense and difficulties involved in resolving a dispute related to a loss suffered by CCWA if the Work is not completed on time. Accordingly, instead of requiring such proof, CCWA and Bidder agree that as liquidated damages for delay (but not as a penalty), the Bidder shall pay to CCWA, as liquidated damages the amount of \$500.00 per calendar day for each and every day or part of a day thereafter that any work as described in the Contract Documents remains incomplete and/or not accepted by CCWA.

The Bidder shall furnish Liquid Oxygen (LOX) storage and feed system for CCWA for a three-year period following contract execution. The contract may be extended for up to two (2) additional 12-month periods if agreeable to both parties, provided that all items are equal to the original terms. After the initial three-year period, the vendor may propose a price increase not to exceed 3% for LOX Tank Rental LOX Refills. Proposed increases are subject to approval by CCWA and may be requested at time of contract renewal.

PAYMENT TERMS:

Lease may begin upon completion and approval of work. Payment terms are net 30 days after receipt of a detailed invoice. Invoicing may begin 30 days following the start of the lease.

ADDENDA:

Bidder acknowledges receipt of the following Addenda:

BID:

The undersigned proposes to complete, in all respects, sound and conformable with this Contract Document the work for the amounts as shown on the following Bid Form.

Division 2

Bid Requirements

Section 4: Bid Form

The Total Bid Amount includes any and all costs including, but not limited to, labor, overhead, supervision, equipment, tools, products, materials, training, travel, demo, removal and disposal, including related expenses. **The Total Bid Amount will be the base for bid award.**

LIQUID OXYGEN AND TANK RENTAL					
Item	Description	ACTUAL Quantities	UOM	Unit Price	Extended Amount
1	Tank and vaporizer installation	1	EA		
2	Monthly rental fee for holding tank	36	EA		
Item	Description	ESTIMATED Quantity *	UOM	Unit Price	Extended Amount
3	Liquid oxygen	279,510	CCF		
TOTAL BID AMOUNT					
EA = Each; CCF = 100 Cubic Feet.					

* CCWA guarantees no minimum or maximum quantities and will purchase on as needed when needed basis. This represents a three-year estimated quantity.

Submitted by:

(COMPANY NAME OF BIDDER)

Division 2

Bid Requirements

Section 4: Bid Form

I have read and understand the requirements of this Request for Bid and agree to provide the required goods and services in accordance with this bid and the specifications as required.

Submitted by:

(COMPANY NAME OF BIDDER)

By: (OFFICER NAME)

(SIGNATURE)

(TITLE)

(DATE)

(COMPANY ADDRESS)

(CITY, STATE, ZIP CODE)

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

WEBSITE:

DATE:

END OF SECTION

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL
ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

ENTITY TYPE: ☐ Individual/Sole Proprietor ☐ Employee Owned Company
 ☐ Privately Held Corporation/LLC ☐ Partnership
 ☐ Publicly Owned Company ☐ Attorney
 ☐ Other (specify):

NAME OF PRINCIPAL OFFICERS: _____

Division 2

Bid Requirements

Section 6: Bidder Qualification Information

REFERENCES

**PROVIDE AT LEAST 3 REFERENCES FOR SIMILAR PROJECTS COMPLETED
WITHIN THE LAST FIVE (5) YEARS.**

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____

OWNER: _____
CONTACT NAME: _____
ADDRESS: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____

END OF SECTION

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit ____ and is incorporated into this Agreement by reference herein.
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
1. _____ 500 or more employees;
 2. _____ 100 or more employees;
 3. _____ Fewer than 100 employees.
- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."

Contractor

Authorized Signature:

Name:

Title:

Date:

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm, or corporation which is contracting with the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract, the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with the Clayton County Water Authority, the contractor will only employ or contract with subcontractor(s), who can present a similar affidavit verifying the subcontractor's compliance with [O.C.G.A. 13-10-91](#). Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Water Authority within five days of the subcontractor(s) presenting such affidavit(s) to the contractor.

EEV / Basic Pilot Program* User Identification Number
Enter four to seven digit numbers

Name of Contractor (Printed)

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE _____ DAY OF _____ 20____.

Notary Public

My Commission Expires

Division 2

Bid Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____

_____ on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in [O.C.G.A. 13-10-91](#).

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with _____

_____ on behalf of the Clayton County Water Authority, the subcontractor will only employ or contract with sub-subcontractor(s), who can present a similar affidavit verifying the sub-subcontractor's compliance with [O.C.G.A. 13-10-91](#). The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the sub-subcontractor(s) presenting such affidavit(s) to the Sub-contractor.

EEV / Basic Pilot Program* User Identification Number
Enter four to seven digit numbers

Name of Sub-Contractor (Printed)

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires

END OF SECTION

Division 3

Contract Forms

Section 1: Agreement Form

STATE OF GEORGIA

COUNTY OF CLAYTON

PRODUCT SUPPLY AGREEMENT

CLAYTON COUNTY WATER AUTHORITY ("Authority"), whose principal place of business is located at 1600 Battle Creek Road, Morrow, GA 30260, and _____ ("Supplier"), whose principal place of business is located at _____, effective _____ ("Effective Date"), agree as follows:

1. **Definitions.** Capitalized terms or words are defined in this agreement. The terms, "Equipment", "Products", "Product Price" and "Specifications" are defined in Section 2. "Term" means the Initial Term and all Renewal Terms (each defined in Section 4), collectively.
2. **Product Pricing and Specifications.**
 - (a) The Products and, Product Prices, Equipment, Equipment Rent, and Other Charges are as follows:

Product	Equipment	Quantity	Unit of Measure	Unit Price
Installation	Tank and Vaporizer Installation	1	Each	\$ X
Tank and Delivery System Rental	9000 Gallon Horizontal Tank & 2 Vaporizers with Telemetry Rental	36	Each	\$X
Liquid Oxygen	Liquid Oxygen	Actual Amount	CCF	\$0.325

- (b) The Specifications are as defined in the Liquid Oxygen and Tank Rental for Shamrock and Blalock Reservoirs Request for Bid, dated March 2018.
3. **Sale of Product and Rental of Equipment.**
 - (a) Except as otherwise provided for in this agreement: (1) Supplier shall sell to the Authority, all of Supplier's requirements for the Products; and (2) the Authority shall not resell, distribute, or otherwise transfer any Products purchased by the Authority from Supplier.

Division 3

Contract Forms

Section 1: Agreement Form

- (b) Supplier shall rent to the Authority and the Authority shall rent from Supplier, the Equipment.
- 4. **Term.** The initial term of this agreement ("Initial Term") starts on the Effective Date and continues for the three year period starting on the date of installation of the Tank and Delivery System. After the end of the Initial Term, the term of this agreement will extend for two successive terms (each, a "Renewal Term"), each equal to one year upon the written consent of both the Authority and the Supplier. However, a Party may terminate this agreement on the last day of the Initial Term or any Renewal Term (each, an "Expiration Date") by giving the other Party a written notice of termination.
- 5. **Pricing and Pricing Revisions.**
 - (a) The Authority shall pay to Supplier according to the Product Pricing as specified in the bid.
 - (b) The Product prices will be firm for the first three years of the Initial Term (i.e., the 12-month period starting on the first day of the Term, and the two succeeding 12-month periods) ("Firm Pricing Period"). After the Firm Pricing Period, Supplier may increase the Liquid Oxygen prices by up to 3% per year by giving the Authority a notice ("Price/Rent Revision Notice") that states the terms of the revision, at least ninety (90) days before the effective date of the revision.
- 6. **Taxes.** The Authority is exempt from all sales tax and will provide a valid Sales Tax Exemption Certificate to Supplier, upon request.
- 7. **Invoices and Payment Terms.**
 - (a) The Authority shall pay all Supplier invoices within the 30-day period starting on the invoice date given the goods and services have been received and accepted by the Authority.
 - (b) The Authority waives any claim or defense that the Authority has regarding any Supplier invoice unless the Authority delivers to Supplier a written notice, which describes the basis of the claim or defense within the 12-month period starting on the invoice date.

Division 3

Contract Forms

Section 1: Agreement Form

8. Equipment.

- (a) The Authority acknowledges that Supplier owns the Equipment, even if the Authority affixes the Equipment to any real property owned or used by the Authority. The Authority shall not cause or permit: (1) any lien or other encumbrance on or against the Equipment; or (2) the sublease, pledge, or transfer of possession of the Equipment. The Authority shall cause to be removed any liens or other encumbrances that The Authority causes or permits on or against the Equipment. Supplier may file any financing statements and other notices that Supplier deems necessary, including a notice that Supplier owns the Equipment.
- (b) The Authority assumes all risk of loss or damage to the Equipment while it is at the Location, except for 1) any loss or damage resulting from Supplier's negligence or 2) damage or loss resulting from any defect not caused by the Authority and pre-existing before Authority took possession when Equipment was in sole possession of Supplier. If the Equipment is lost or cannot be repaired, then The Authority shall pay to Supplier an amount equal to the then current replacement cost of the Equipment. If Supplier elects to repair any damaged Equipment, then The Authority shall pay to Supplier an amount equal to the cost of making the repairs.
- (c) The Authority: (1) shall grant Supplier's authorized representative access to the Equipment at any time between 7:00 AM and 5:00 PM pursuant to the Owner's Communication Plan, or outside such hours upon reasonable notice, required for the performance of this agreement; (2) shall not cause or permit any person or entity other than Supplier or Supplier's authorized representative to have access to the Equipment; (3) shall surrender to Supplier the Equipment in good condition, ordinary wear and tear excepted, at the time of Supplier's removal of the Equipment; (4) shall, at The Authority's expense, furnish and prepare a site ("Equipment Site") on which the Equipment will be located before The Authority requests Supplier to deliver the Equipment. The Authority shall cause the Equipment Site to conform to all applicable laws (including environmental laws), and Supplier's specifications and safety requirements for site preparation, and shall cause the Equipment Site to: (i) include a suitable, concrete foundation, free of any oil, grease, lubricants, and other combustibles; (ii) have all utilities, including phone lines, required for the ready and proper use and operation of the Equipment; (iii) be accessible to a distribution system for the delivery of Product from the Equipment Site to all points of use; (iv) have adequate security, including any fencing required to protect against the altering, repairing, adjusting of, or tampering with, the

Division 3

Contract Forms

Section 1: Agreement Form

Equipment by unauthorized individuals; and (v) be free of any underground or overhead obstructions; (5) shall obtain any permits or licenses that are required for the installation or operation of the Equipment at the Equipment Site.

- (d) The Supplier: (1) at the Supplier's expense, furnish, prepare, and maintain the Equipment in good order and repair at all times; (2) at the Supplier's expense, perform all Equipment inspections required by law or Supplier's inspection policy.

- 9. **Product Monitoring.** Supplier shall: (a) continuously monitor the storage level in the LOX storage tank, schedule and perform LOX deliveries to ensure continuous operation of the system at the appropriate time(s).

- 10. **Health and Safety Concerns.**

- (a) The Authority acknowledges that the Products are hazardous and The Authority understands those hazards. The Authority shall use Safety Data Sheets ("SDS") for the Products to warn its employees and others who are exposed to the Products of the hazards associated with those Products. Supplier shall provide The Authority with a copy of the applicable SDS, or access to the pages on Supplier's website that contain SDS. (b) The Authority is solely responsible for determining the suitability, compatibility, and use of the Products.

- 11. **Warranty and Remedies.**

- (a) Supplier warrants to the Authority that Products delivered to the Authority conform to the Bid Specifications.
- (b) The Authority's remedies include, but are not limited to the obligation of Supplier for a breach of Supplier's warranty, or a breach of Supplier's obligation to deliver Product as required under this agreement, is for Supplier to replace, free of charge, the quantity of Product that does not conform to the Specifications, or that Supplier failed to deliver as required under this agreement, if, and only if, the Authority gives Supplier a written notice of the breach within the 90-day period starting on the date of the breach. Remedies shall also include those allowed by Section 12 of this Agreement.

- 12. **Limitation on Damages.** In all events, regardless of the legal theory (e.g., breach of contract or warranty, negligence, strict liability, etc.): (1) SUPPLIER IS NOT LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY,

Division 3

Contract Forms

Section 1: Agreement Form

CONSEQUENTIAL DAMAGES, OR ECONOMIC LOSS, INCLUDING ANY LOSS OF BUSINESS, PRODUCTION, OR PROFITS ; and (2) the total amount of damages that The Authority may recover from Supplier resulting from any occurrence arising in connection with their relationship contemplated by this agreement is limited to the amount of the maximum insurance carried by Supplier, which is in the amount of \$1,000,000, per occurrence or failure of equipment. This maximum amount is per occurrence only and is not the maximum amount for multiple occurrences.

13. Force Majeure.

Delays resulting from acts of Force Majeure. Force Majeure for purposes of this agreement shall be described as follows:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, act of terrorism, sabotage or similar occurrence, acts of a public enemy, hacker, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, and governmental requests or requisitions for national defense;
- (b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- (c) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (i) or (ii) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A

Division 3

Contract Forms

Section 1: Agreement Form

change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law.

14. Miscellaneous.

- (a) Assignment. This Agreement may not be assigned by or transferred by Organization, in whole or in part, without the prior written consent of the City.
- (b) Headings. The headings in this Agreement are for convenience and reference only and shall not affect the interpretation of this Agreement.
- (c) No Joint Venture. Organization shall perform its duties herein as an independent contractor. Notwithstanding anything contained herein to the contrary, nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the Parties, except as principal and independent contractor agent.
- (d) Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.
- (e) Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.
- (f) Governing Law, Forum and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Georgia with the courts of that State having jurisdiction to resolve all disputes which may arise under, or which relate to this Agreement. Any and all claims or actions arising out of or relating to this Agreement shall be filed in and heard by any court of competent jurisdiction to hear such suits located in Atlanta, Georgia, and each Party hereby consents to the jurisdiction of such courts and irrevocably waives any objections thereto, including, without limitation, objections on the basis of improper venue or forum non conveniences.
- (g) Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute

Division 3

Contract Forms

Section 1: Agreement Form

one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.

- (h) Additional Documents. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document, and to carry out the business transaction contemplated by this Agreement.
- (i) Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.
- (j) Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.
- (k) Entire Agreement. This Agreement and its exhibits contain the entire agreement between the Parties and it supersedes any prior written or oral agreements between the Parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the Parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement and its exhibits.
- (l) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, affiliates and personal representatives of the Parties.
- (m) Modification. This Agreement shall not be modified, amended, or changed, except in a writing signed by each of the Parties affected by such modification, amendment or change.
- (n) Further Assurances. All of the Parties to this Agreement agree to perform any and all further acts as are reasonably necessary to carry out the provisions of this Agreement.
- (o) Termination: After the termination of this agreement, until the Parties sign an agreement that supersedes this agreement, the terms of this agreement will apply to any Products that the Authority requests from Supplier for the Authority's business operations conducted at the Locations and Supplier

Division 3

Contract Forms

Section 1: Agreement Form

delivers to the Authority, and any Equipment at a Location, until Supplier completes the removal of the Equipment from the Location. However: (1) The Authority may also purchase Products requested under the previous sentence from other suppliers; (2) Supplier may charge a market price for any Products that Supplier delivers under the previous sentence; and (3) Supplier may charge Supplier's then current rent for any Equipment that Supplier keeps at a Location in order to continue to deliver Product under the previous sentence.

(p) The following documents (also referred to herein as "Contract Documents") comprise the Agreement:

1. Product Supply Agreement
2. Exhibit A – Supplier Project Proposal

15. **NOTICE AND DEMANDS**. Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address provided below:

Clayton County Water Authority:

C/O General Manager
1600 Battle Creek Road
Morrow, GA 30260-4302

SUPPLIER

16. **TIME IS OF THE ESSENCE**. The parties agree time is of the essence under this Agreement.

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 1: Agreement Form

17. **AUTHORITY.** By executing this Agreement, the undersigned individuals acknowledge and represent they have the authority to bind the respective parties hereto and that this Agreement has been validly authorized and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

IN WITNESS WHEREOF this _____ day of _____, 2018,
said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

BY: _____

TITLE:

[Corporate Seal]

ATTEST: _____

DATE: _____

CONTRACTOR

BY: _____

TITLE:

[Corporate Seal]

ATTEST: _____

Corporate Secretary

DATE: _____

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Division 3

Contract Forms

Section 1: Agreement Form

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits.

Owner's Protective Liability – The Authority's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

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

who, after being first duly sworn, depose and say that they are all the officers, agents, persons or employees who have acted for or represented

_____, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Liquid Oxygen and Tank Rental for Shamrock and Blalock Reservoirs**

has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a proposal therefore or induced or attempted to induce another to withdraw a bid for said work.

ATTEST:

By: _____
Bidder

By: _____
Name

By: _____
Name

Title: _____

Title: _____

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

Notary Public: _____

My Commission expires: _____

END OF SECTION

Division 4

Specifications

Section 1: Project Overview

1.1 Project Background

The Clayton County Water Authority's (CCWA) Shamrock and Blalock Reservoirs have had historical occurrences of algae blooms and water quality fluctuations seasonally. An oxygenation system is being constructed for the Shamrock and Blalock Reservoirs to help mitigate algae blooms and water quality fluctuations. The Shamrock and Blalock Reservoirs are located at 2610 Shamrock Rd., Jonesboro, GA 30236.

1.2 Project Scope

The project consists of providing and installing the equipment listed below, monitoring and filling the tank as required for continuous operation and maintaining the performance of the equipment through the length of the contract according with the specifications outlined on Division 4, Section 2 of this Request for Bid package. The installed components consist of:

- a. Horizontal liquid oxygen storage tank: a 9,000-gallon capacity
- b. Ambient vaporizers: minimum of two parallel units
- c. Automatic flow switcher between vaporizers
- d. Dual line regulator with safety relief bypass and low temperature shut off
- e. All interconnecting piping between oxygen systems components to the gaseous oxygen battery limit connection point
- f. LOX tank level sensor and radio telemetry
- g. Anchoring of LOX tank and vaporizers

The liquid oxygen storage and feed system equipment listed above will be leased from the selected vendor and installed in a facility to be built under a separate contract. The system must provide gaseous oxygen fully vaporized from liquid oxygen in accordance with the attached specifications, on Division 4 Section 3.

1.3 Coordination and Safety

- A. The Vendor shall coordinate work with CCWA staff to prevent any interruptions to operations, customers, and the general public.

Division 4

Specifications

Section 1: Project Overview

- B. The Vendor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby.
- C. The Vendor shall protect existing and adjacent properties, structures and utilities. Vendor is responsible for any damage to existing and adjacent properties, structures and utilities, and shall make all necessary repairs at no additional costs to CCWA
- D. The Vendor shall provide the names of all staff that will be working on the project and a list of vehicles that will be entering the work site premises during the tank installation process. The vehicle list shall include the following vehicle information: make, model, color, license plate number, and any other information that describes and will help to identify the vehicle as being permitted to be on the premises.
- E. The Vendor shall keep gates to CCWA property locked to prevent access by unauthorized persons, while property is unattended by Vendor's personnel, and shall not allow unauthorized persons entry to CCWA property.
- F. The Vendor shall lock all gates at the end of each work day.

1.4 Acceptance

- A. Full payment for the lump sum cost for tank and vaporizer installation (Bid Form Item 1) will be processed net 30 days upon submission of an Invoice and Affidavit of Completion by the Vendor. The invoice will be verified by the Authority representative, and any changes/corrections to the invoice will require the Contractor to correct and resubmit the invoice. The Authority shall pay the Contractor net 30 days upon receipt of the invoice and upon acceptance of the work in accordance with the specifications. Payments will be made via regular US Mail.
- B. A CCWA Representative shall inspect all components of the Project for compliance with the Contract Documents. The Vendor shall, at all times,

Division 4

Specifications

Section 1: Project Overview

permit and facilitate inspection of work by the CCWA. The presence of a CCWA Representative on the site of work shall not be construed to, in any manner, relieve the Vendor of their responsibility for strict compliance with the Contract Documents. The CCWA Representative shall inform the Vendor when work is deficient from the Contract Documents. Deficiencies shall be addressed in a timely manner as determined by the CCWA Representative.

- C. Final acceptance of the Tank and Vaporizer Installation by the CCWA shall be when the Vendor has met all terms and conditions as set forth by the Contract Documents. The date of Final Acceptance shall be no later than the date the CCWA approves the Vendor's request for payment of the Tank and Vaporizer Installation. Final acceptance shall be written, signed and dated by the CCWA Representative.

END OF SECTION

Division 4

Specifications

Section 2: Work Items and Measurement

2.1 General

- A. This Section describes all line items listed on the Bid Form for processing payment.
- B. The basis for payment will be the bid unit prices and/or lump sum amounts included in the Bid Form and the actual quantities of work completed by the Contractor and approved by the CCWA. The CCWA reserves the right to adjust the quantities up or down as necessary to address needs.
- C. Nothing in this Section shall be construed as providing for additional payment beyond the Work Items. No payment will be made for partially completed Work Items. No payment will be made for the completion of excessive quantities of a Work Item as determined by the CCWA.

2.2 Work Items and Measurement

The following descriptions explain the line items listed on the Bid Form:

Item 1: Tank and Vaporizer Installation: Defined as an installed and fully functional and tested system of the following items:

- 1. Horizontal liquid oxygen storage tank: a 9,000-gallon capacity with pressure relief valves capable of multiple releases during low demand periods, painted tan.
- 2. Ambient vaporizers: minimum of two parallel units each with a minimum 5,000 standard cubic per foot per hour minute (SCFH).
- 3. Automatic flow switcher with timer to switch between vaporizers.
- 4. Dual line regulator with safety relief bypass and low temperature shut off (0-150 psig) to regulate the vaporizer discharge pressure and prevent gas below a temperature of minus 10 degrees Celsius reaching to liquid Oxygen flow control units.
- 5. All interconnecting piping between oxygen systems components to the gaseous oxygen battery limit connection point located on the outdoor oxygen equipment concrete pad.
- 6. LOX tank level sensor and radio or cellular telemetry with capability to communicate directly with vendor for scheduling LOX deliveries. Level controller shall include analog contact for connection to plant SCADA.

Division 4

Specifications

Section 2: Work Items and Measurement

Vendor is responsible for any and all wiring and electrical connections to the control panel. Level sensor shall be accuracy class of 2.5.

Item 2: Monthly Rental Fee for Holding Tank: Defined as the monthly cost carried out for 36 months for providing and maintaining the 9,000-gallon horizontal LOX Tank.

Item 3: Liquid Oxygen: Defined as the unit liquid oxygen price (per CCF) for liquid oxygen that will be delivered by vendor and stored in the onsite holding tank carried out to the estimated consumption over a three-year period.

END OF SECTION

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Specifications

Section 3: General Requirements

The Clayton County Water Authority (CCWA) is requesting bids to establish a Master Contract to provide a liquid Oxygen storage and feed system for Source Water Improvement Project. System will be located outdoors in Jonesboro, Georgia with no shading of the equipment.

3.1 Quantity

The estimated annual quantity of liquid Oxygen needed by CCWA is approximately 93,170 CCF per year.

CCWA guarantees no minimum or maximum quantities and will purchase on as needed when needed basis. This represents a three-year estimated quantity.

3.2 Performance Requirements

1. System shall provide gaseous oxygen that has been fully vaporized from liquid oxygen.
2. The anticipated maximum Gaseous Oxygen (GOX) delivery rate is 48 standard cubic feet per minute (SCFM). The anticipated average Gaseous Oxygen (GOX) delivery rate is 24 standard cubic feet per minute (SCFM) 24 hours per day, 270 days per year. The GOX delivery rate may be less than 24 SCFM at times during the year. During winter months, the usage rate will be lower than normal; tank pressure release system shall be designed to release pressure as needed during low demand periods.
3. System shall be designed to operate as described at elevation 810 feet above ocean sea level.

3.3 Monitoring

1. Vendor shall continuously monitor the storage level in the LOX storage tank, schedule and perform LOX deliveries to ensure continuous operation of the system.

3.4 Vendor Requirements – Installation and Tank

Vendors shall submit shop drawings for review and approval by Engineer. Required shop drawing submittals include:

1. The LOX storage and feed system vendor shall have a minimum of ten (10) years of experience in the installation of LOX storage and feed systems of equal

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Specifications

Section 3: General Requirements

or greater or greater capacity than specified herein. The Vendor shall show evidence of satisfactory service in at least five (5) installations.

2. Tank data, including materials of construction, scaled drawings with dimensions, capacity, weight, tank support locations, anchoring requirements, and grounding requirements.
3. Vaporizer data, including manufacturer's catalog cuts and descriptive literature, detailed scaled drawings with dimensions and footprint, capacity, weight, and anchoring requirements.
4. Instrument data for automatic flow switcher and tank level sensor. Provide manufacturer's catalog cuts and descriptive literature, detailed scaled drawings, and wiring diagrams.
5. Pressure regulator with safety relief bypass and low temperature shut off, including manufacturer's catalog cuts and descriptive literature.
6. Anchoring details, sealed, signed and dated by a civil or structural engineer licensed in the State of Georgia.
7. LOX storage and feed system vendor shall comply with all local ordinances.

3.5 Vendor Requirements – LOX Delivery

1. LOX deliveries shall occur between 7:00 am and 5:00 pm EST.
2. Deliveries shall access the tank site via Dixon Industrial Boulevard, Jonesboro GA and shall provide a lock to be used on an access gate located immediately off of Dixon Industrial Boulevard.
3. LOX storage and feed system vendor shall maintain an adequate tank level at all times as to not interrupt system operation.

3.6 Contractor Responsibilities

1. Concrete pads will be designed and furnished by others. Concrete pad will be cured and ready for the installation of the LOX equipment no later than February 15th, 2019.
2. Gaseous Oxygen (GOX) flow control panel will be located on the oxygen system equipment concrete pad and will be designed and furnished by others.

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Specifications

Section 3: General Requirements

3. Truck access to the oxygen system equipment concrete pad and equipment protection bollards will be designed and furnished by others.
4. 110V electrical service to the oxygen system equipment concrete pad will be designed and furnished by others.
5. LOX tank lightning protection and LOX tank ground rod will be furnished by others.

3.7 Special Terms and Conditions

1. All tanks will remain property of the successful vendor.
2. Cost per month for storage tank fee is to remain firm for life of the contract, including any subsequent renewal periods.
3. Vendors submitting an approved equal must submit detail specifications with their bids. Specification compliance is required and must be substantiated. Vendors submitting an approved equal are required to provide a detailed description of any and all deviations from the specifications.
4. At the end of the service life of the tank, or completion of the contract, the successful vendor will be required to properly remove the tank at no additional charge to CCWA.
5. All charges are to be detailed on the pricing page provided. No other charges are to be invoiced, e.g. energy charge, surcharge, fuel surcharge, etc.
6. Special Inspections: CCWA will provide IBC-required special inspections of anchorage of equipment to the foundation in accordance with the anchor product's International Code Council (ICC) Evaluation Service Report. Vendors shall notify CCWA's representative 48 hours in advance of anchorage installation to request a special inspector be present during installation of anchors.

3.8 Equipment Requirements

1. Horizontal liquid oxygen storage tank: a 9,000 gallon capacity with pressure relief valves capable of multiple releases during low demand periods, painted tan.

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Section 3: General Requirements

2. Ambient vaporizers: minimum of two parallel units each with a minimum 5,000 standard cubic per feet per hour minute (SCFH).
3. Automatic flow switcher with timer to switch between vaporizers.
4. Dual line regulator with safety relief bypass and low temperature shut off (0-150 psig) to regulate the vaporizer discharge pressure and prevent gas below a temperature of minus 10 degrees Celsius reaching to liquid Oxygen flow control units.
5. All interconnecting piping between oxygen systems components to the gaseous oxygen battery limit connection point located on the outdoor oxygen equipment concrete pad.
6. LOX tank level sensor and radio or cellular telemetry with capability to communicate directly with vendor for scheduling LOX deliveries. Level controller shall include analog contact for connection to plant SCADA. Vendor is responsible for any and all wiring and electrical connections to the control panel. Level sensor shall be accuracy class of 2.5.
7. Anchoring of LOX tank, vaporizers, automatic flow switcher, and low temperature shut off to the concrete pad.
8. Vendor to coordinate their work with the General Contractor that will be furnishing in lake oxygen diffusion system, equipment pad, flow control panels, 110V electrical service, storage tank ground rod and tank lightning protection. Any and all licenses, permits, etc. required by local, state or federal authorities.
9. The oxygen storage and feed system shall be designed and installed in accordance with 2012 International Building Code (IBC); 2014, 2015, 2017 and 2018 Georgia Amendments to IBC; Clayton County Code of Ordinance; NFPA 55; ASME Boiler and Pressure Vessel Code, Section VIII, Division 1, latest addenda, for 250 psig maximum allowable working pressure; industry standards as set forth by the Compressed Gas Association; and all other applicable local agencies. The following are site-specific criteria:
 - a. ASCE 7-10 Wind:
 - i. Ultimate Design Wind Speed, Vult = 120 mph
 - ii. Nominal Design Wind Speed, Vasd = 93 mph
 - iii. Exposure Category: C
 - iv. Risk Category: III

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Section 3: General Requirements

- b. ASCE 7-10 Earthquake:
 - i. Mapped Spectral Response Acceleration at Short Period, $SS=0.168g$
 - ii. Mapped Spectral Response Acceleration at 1 Second Period, $S1=0.086g$
 - iii. Design Spectral Response Acceleration at Short Period, $SDS=0.179g$
 - iv. Design Spectral Response Acceleration at 1 Second Period, $SD1=0.137g$
 - v. Soil Site Class: D
 - vi. Seismic Design Category: C
 - vii. Component Importance Factor, $I_p = 1.5$
- 10. Piping, tanks, and equipment shall be protected with suitable pressure relief valves as required to prevent excessive pressure buildup because of trapped liquid oxygen or vapor. All materials, where applicable, shall be suitable for oxygen gas and cryogenic liquid use. All piping, valves, and equipment shall be cleaned for use in oxygen service in accordance with the Compressed Gas Association. All piping shall be pressure tested at 100 PSI for 20 minutes in the presence of the Owner and the Engineer.

END OF SECTION