ADDENDUM NO 01
CITY OF FAIRHOPE

BID NO. 009-14 LIFT STATION ODOR CONTROL CHEMICAL
for
CITY OF FAIRHOPE

The bid documents for this Bid shall be amended, revised and changed in the following particulars:

1) **Remove and discard:**
   First two pages of ITEM II Bid Response Form
   **Replace with:**
   First two pages of ITEM II Bid Response Form rev 1 (attached)

2) **Remove and discard:**
   ITEM VIII Scope of Work and Specifications (4 pages)
   **Replace with:**
   ITEM VIII Scope of Work and Specifications (4 pages) rev1 (attached)

Bidders are to sign and include signed Addendum No.1 with submitted bid documents.

Acknowledged: ____________________________________
Company

________________________________________________________________________
By

Daniel P. Ames
Purchasing Manager
City of Fairhope
Posted: 01-28-14
Bid Number: 009-14  
Bid Name: Lift Station Odor Control

**Award Duration:** ONE (1) year from signing date of contract, with the option to renew bid or contract for TWO (2) additional ONE (1) year periods, if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the contract.

The Contractor agrees to complete all the work within timeframe stated in contract. Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

<table>
<thead>
<tr>
<th>Current Feed Sites</th>
<th>Cost per metered gallon</th>
<th>Dollars per site per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twin Beech PS</td>
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<tr>
<td>Carya Point PS</td>
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<td></td>
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<tr>
<td>Woodlands PS</td>
<td></td>
<td></td>
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<tr>
<td>Quail Creek PS #1</td>
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<tr>
<td>East of the Sun PS</td>
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<tr>
<td>White Grove PS</td>
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<tr>
<td>Thompson Hall PS</td>
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<tr>
<td>Grand Hotel PS</td>
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<tr>
<td>Baldwin 1 PS</td>
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<tr>
<td>Point Clear Court</td>
<td></td>
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<tr>
<td>Southland Place</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Annual Total | $___________________ |

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

<table>
<thead>
<tr>
<th>ADDENDUM NO.</th>
<th>DATE ISSUED</th>
<th>ADDENDUM NO.</th>
<th>DATE ISSUED</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word “president,” “secretary,” “agent,” or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope,
Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

If Individual
(Name of Individual or Partnership)

(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

(Signature of Representative Authorized to sign Bids and Contracts for the firm)

(Address)

(Address)

(Address)

Phone Number (   )___________________________ Fax Number (   )___________________________

Primary e-mail address ________________________________

Alabama Contractor’s License No. ____________ Foreign Corporation Entity ID_______________

If Corporation or LLC

Company______________________________________ State of Incorporation ______

Company Representative
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

Address   __________________________________________________________

ADDRESS

ADDRESS

Phone Number (   )___________________________ Fax Number (   )___________________________

Primary e-mail address ________________________________

Alabama Contractor’s License No. ___________ Foreign Corporation Entity ID_______________

THIS MUST BE NOTARIZED!
8.0 SCOPE OF WORK

8.01 GENERAL SCOPE
8.01.1 It is the intent of the City of Fairhope to accept bids for and award a contract for the supplying of certain chemicals and related services for our lift station odor control.
8.01.2 Work under this section includes supply of chemicals for a successful odor control program via liquid phase chemical feed. Work shall also include the supply and operation of filters for vapor phase odor control. In conjunction with the liquid and vapor phase odor control chemical, the Contractor will be required to provide monthly field testing, optimization, bulk storage and feed system and propose odor control program changes as needed.
8.01.3 Odor control levels shall not exceed three (3) PPM (parts per million) average in a twenty four (24) hour period.

8.02 LOCATIONS
8.02.1 The Contractor shall provide bulk high density polyethylene storage tanks and a delivery feed system with metering device, installed and maintained at various pump station sites. The following is a list of the current chemical feed sites and the maximum size storage tank allowed at that particular site:

<table>
<thead>
<tr>
<th>Location</th>
<th>Type</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twin Beech</td>
<td>PS</td>
<td>500 gallon tank</td>
</tr>
<tr>
<td>Carya Point</td>
<td>PS</td>
<td>500 gallon tank</td>
</tr>
<tr>
<td>Woodlands</td>
<td>PS</td>
<td>1000 gallon tank</td>
</tr>
<tr>
<td>Quail Creek</td>
<td>PS</td>
<td>1000 gallon tank</td>
</tr>
<tr>
<td>East of the Sun</td>
<td>PS</td>
<td>3000 gallon tank</td>
</tr>
<tr>
<td>White Grove</td>
<td>PS</td>
<td>1000 gallon tank</td>
</tr>
<tr>
<td>Thompson Hall</td>
<td>PS</td>
<td>500 gallon tank</td>
</tr>
<tr>
<td>Grand Hotel</td>
<td>PS</td>
<td>250 gallon tank</td>
</tr>
<tr>
<td>Baldwin 1</td>
<td>PS</td>
<td>250 gallon tank</td>
</tr>
</tbody>
</table>

8.02.2 The feed locations may vary depending on vendors chemicals supplied. Some chemicals may feed multiple locations from one site.

8.03 CONTRACTOR QUALIFICATIONS
8.03.1 Contractor must have a dedicated division, in the business of supplying wastewater treatment products (chemicals and equipment) and services for the control of hydrogen sulfide and other odor causing components associated with municipal wastewater systems. The Contractor will have technical support for its field staff.
8.03.2 The Contractor shall provide, with the bid submittal, a list of 5 wastewater facilities currently serviced by the Contractor for the control of hydrogen sulfide and other odor causing components associated with municipal wastewater systems. The list shall include correct names, phone numbers, and length of service.
8.03.3 The Contractor shall maintain regular production facilities at their place of business. These facilities shall be open for inspection by a representative of the OWNER at any time during the duration of this contract.
8.03.4 Documentation of these requirements will be required prior to final award of a contract.

8.04 REPRESENTATIVE QUALIFICATIONS
8.04.1 The Contractor will designate a primary representative and technical support staff and will provide telephone, voicemail and email contact information for each.
8.04.2 The contractor's primary representative will reside near enough to Fairhope, Alabama to respond on-site within two hours notification. The technical support staff is exempt from these requirements.
8.04.3 Documentation of these requirements will be required prior to final award of a contract.
8.04.4 Subcontractors, superintendents, foremen, and workers employed by the CONTRACTOR shall be competent and reliable. All workers must have sufficient skill and experience to properly perform the work assigned them. All workers engaged on special work or skilled work, in any
trade, shall have had sufficient experience and ability in such work to perform it properly and satisfactorily and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in Specifications and Contract. The OWNER may demand the dismissal of any persons employed by the CONTRACTOR in, about, or upon the Work who misconducts himself or is incompetent or negligent in the due and proper performance of his duty, or who neglects or refuses to comply with the directions given, and such person shall not again be employed hereon without the written consent of the OWNER. Should the CONTRACTOR continue to employ or re-employ any such person, the OWNER may withhold all monies, which are or may become due, or he may suspend the Work until the CONTRACTOR complies with such order.

8.05 SPECIFICATIONS
8.05.1 Technical Specifications

<table>
<thead>
<tr>
<th>Current Feed Sites</th>
<th>Flow Rate in Gallons per 30 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twin Beech PS</td>
<td>6,666,000</td>
</tr>
<tr>
<td>Carya Point PS</td>
<td>882,000</td>
</tr>
<tr>
<td>Woodlands PS</td>
<td>6,540,000</td>
</tr>
<tr>
<td>Quail Creek PS #1</td>
<td>3,270,000</td>
</tr>
<tr>
<td>East of the Sun PS</td>
<td>4,389,000</td>
</tr>
<tr>
<td>White Grove PS</td>
<td>1,440,000</td>
</tr>
<tr>
<td>Thompson Hall PS</td>
<td>4,740,000</td>
</tr>
<tr>
<td>Grand Hotel PS</td>
<td>6,237,000</td>
</tr>
<tr>
<td>Baldwin 1 PS</td>
<td>672,000</td>
</tr>
<tr>
<td>Point Clear Court PS</td>
<td>450,000</td>
</tr>
<tr>
<td>Pier Street PS</td>
<td>6,240,000</td>
</tr>
<tr>
<td>Southland Place PS</td>
<td>2,793,000</td>
</tr>
</tbody>
</table>

All components of the system shall be compatible with chemicals such as salts and the conditions to which they are subjected during the normal operation of the system. Compounds with which the materials must be compatible include, but are not limited to:

- Hydrogen Sulfide
- Biologically Reduced Sulfur Compounds

8.05.2 All components of the odor control program shall be provided by a single Contractor who shall be solely responsible for the program.

8.05.3 All supplied chemicals shall not create a matting effect in the lift stations.

8.06 SERVICE SPECIFICATIONS:
8.06.1 Contractor will service all locations on a bi-monthly, or as needed, basis, a minimum of twenty-four (24) site services per year.

8.06.2 The Contractor shall have the ability to analyze the system for proper odor control through a variety of physical and engineering controls employed during bi-monthly inspections, or more frequently, as needed. During each bi-monthly inspection, or as needed, the Contractor will test levels at all applicable locations.

8.06.3 The Contractor shall establish control points, and conduct physical testing, including atmospheric and wet chemical testing of the control points for odorous compounds.

8.06.4 The Contractor will analyze the physical test data and provide the OWNER an assessment of the odor control program’s efficiency and effectiveness, with recommendations for improvement.

8.06.5 The Contractor will review log data and inventory since last visit with OWNER’s representative.

8.06.6 The Contractor will review and address customer generated questions and issues.

8.06.7 The Contractor will maintain sufficient on-site inventories to insure continuous operation at acceptable treatment levels.
8.06.8 The Contractor will schedule all site inspections with City representative a minimum of forty eight hours before desired inspection time.
8.06.9 The Contractor will provide four hour response time.
8.06.10 Provide the MSDS for your product
8.06.11 Provide a list of components in your product and the weight percent of each (all components - active and non-active)
8.06.12 Provide a list of active components and a qualitative description of how it works.
8.06.13 Provide a list of customers that use your product - include the description of the system and performance data. Include contact names and phone numbers.
8.06.14 List any constituents in the proposed product that may place additional loading on the Cities Wastewater Plant or cause an upset condition or violation.
8.06.15 The City is concerned about hydrogen sulfide caused corrosion.
8.06.16 Submit a summary of how the proposed product will address corrosion and odor control.
8.06.17 Vendor is required to provide double wall storage tanks, and all equipment necessary for the safe handling of the product, if proposing a product that is considered hazardous or is listed on the EPA CERCLA list of Hazardous Substances.

8.07 SAFETY SPECIFICATIONS
8.07.1 The material shall contain no hazardous substances as defined by both the Federal EPA's and State CERCLA lists.
8.07.2 The supplier shall submit a complete Safety packet to the OWNER with their bid. This packet shall include at a minimum:
   - Information on hazards associated with the supply and use of the product and the appropriate safety precautions.
   - Material Safety Data Sheets for all applicable product

8.8 REPORTING
8.8.1 The supplier shall provide a minimum, monthly, or as requested by OWNER, summary of the physical testing, data analysis, recommendations, and planned operation and maintenance events.
8.8.2 Contractor shall provide Web-based reporting site for data management programs.

8.09 EQUIPMENT
8.09.1 All equipment necessary for system treatment will be the responsibility of Contractor. All chemicals must be compatible with existing facility.
8.09.2 All equipment, including hoses, fittings and adaptors necessary for delivering and pumping the products into bulk storage tanks will be supplied by Contractor. All tank sizes shall be determined by OWNER.
8.09.3 The Contractor will have sole responsibility for maintenance and repair of all Contractor supplied equipment.
8.09.4 Contractor will provide calibrated metering devices, calibrated to manufacturer's specifications, and submit certificates of calibration to OWNER before metering is permitted.

8.10 ENVIRONMENTAL REQUIREMENTS
8.10.1 All products will be clearly labeled for the intended use.
8.10.2 Contractor will present at each delivery of products a Material Safety Data Sheet (MSDS) for each product.
8.10.3 The application of all products will conform to the requirements as set forth by the Alabama Department of Environmental Management (ADEM), and the Environmental Protection Agency (EPA). The feed of all products will be designed to protect the health and safety of OWNER's personnel.

8.11 TRAINING
8.11.1 The Contractor will conduct an annual training session to review product application, testing, response to changing conditions and environmental, safety and health considerations.

8.12 PRODUCT DELIVERY
8.12.1 Products will be delivered in vehicles designed for the products’ transport and delivery, with all necessary safety and environmental equipment intact and operable, including signage.
8.12.2 Deliver bid items to OWNER designated locations, maintaining product in proper state, undamaged.
At point of delivery, awarded vendor will present an itemized delivery/service ticket with the Purchase Order Number clearly referenced thereon, to OWNER’s receiving personnel for signing. F.O.B. OWNER designated locations, as directed.

**GENERAL**

8.13.1 Contractor will be expected to respond to emergencies or other non-recurring abnormal situations at no additional cost.

8.13.2 OWNER reserves the right to make any minor adjustments to the wastewater treatment under the voluntary guidance of the Contractor. These adjustments are in addition to the maintenance provided during the awarded vendor’s regular service inspections.

8.13.3 Contractor shall procure and maintain insurance as described above for the life of this contract. Proof of this insurance will be submitted as part of the contract package at time of initial contract award.

**BILLING**

8.14.1 Before beginning a site inspection, OWNER will issue a Purchase Order to Contractor.

8.14.2 Contractor’s billing rate will be per metered gallon consumed by the OWNER.

8.14.3 In acknowledgment of completion of the Purchase Order, Contractor will also submit to OWNER for signature, a service ticket showing the Purchase Order Number.

8.14.4 Following completion of the Purchase Order, and signing of the service ticket, Contractor will submit an invoice to:

City of Fairhope  
Accounts Payable Department  
P.O. Drawer 429  
Fairhope, AL 36533

8.14.5 Each invoice will show the Bid Number, Contract Name and Purchase Order Number.

8.14.6 Each invoice will show the inclusive dates of the period covered by the invoice and will include the following attachments:

- Signed service ticket acknowledging the delivery of the monthly service report
- Signed service ticket acknowledging the completion of work described in detail in the service ticket.

**PAYMENT**

8.15.1 Payment will be by Purchase Order amount, as verified by vendor’s invoice.

8.15.2 Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

**END OF CONTRACT TRANSITION**

8.16.1 If not awarded the next contract, the existing Contractor will remove all supplied product from the jobsites within ten (10) days of the termination date of the contract.

8.16.2 The OWNER will determine the date and times of transition, to comply with the new contract award date.

END OF SPECIFICATIONS