

INVITATION TO BID

**NUMBER
ITB #19-ES-004**



City of Edgewater

**CHEMICALS FOR WATER / WASTEWATER
TREATMENT PLANTS**

Pat Drosten
Purchasing Specialist

LEGAL NOTICE

Notice is hereby given that the City of Edgewater is accepting Sealed Bids for Chemicals for the Water & Wastewater Treatment Plants. Bids will be received until **3:00 p.m., on May 7, 2019** by the City Clerk's Office, City Hall, 104 N. Riverside Drive, Edgewater, Florida 32132.

ITB 19-ES-004 "CHEMICALS FOR WATER / WASTEWATER TREATMENT PLANTS"

Services to be provided shall include, but not be limited to the following: **ITB 19-ES-004 - CHEMICALS FOR WATER / WASTEWATER TREATMENT PLANTS** in accordance with the terms, conditions, and specifications herein.

The City of Edgewater has issued this Invitation to Bid (hereinafter, "ITB") with the sole purpose and intent of obtaining Bids from qualified and licensed State of Florida Contractors to provide –the following Chemicals delivered to the Water Plant and/or Wastewater Plant: 1) High Calcium Bulk Quicklime, and 2) Liquid Aluminum Sulfate. The successful proposer will hereinafter be referred to as the "Contractor".

A pre-bid conference is not applicable for this solicitation.

A non-mandatory mandatory pre-bid conference will be held on _____, commencing promptly at _____, and will be held **in the City of Edgewater Council Chambers** – 104 N. Riverside Drive, Edgewater, Florida 32132.

If this pre-bid conference is denoted as "mandatory", prospective proposers must be present in order to submit a bid response.

A submission of a bid by the Contractor is considered a representation that the Contractor has visited the site and has carefully examined the site and is satisfied as to the conditions to be encountered in performing the work.

One (1) original and one (1) electronic copy on a flash drive, of the proposal should be delivered to the City Clerk's Office, City of Edgewater, 104 North Riverside Drive, P.O. Box 100, Edgewater, Florida 32132-0100 in a sealed envelope plainly marked on the outside: **ITB # 19-ES-004 "CHEMICALS FOR WATER / WASTEWATER TREATMENT PLANTS"**.

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site: www.demandstar.com.

City of Edgewater does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Edgewater Finance website: www.cityofedgewater.org, www.demandstar.com, and also posted in the Lobby of City Hall on April 2, 2019.

TABLE OF CONTENTS

1) Introduction/Overview..... 4

A. Purpose/Objective 4

B. Background 4

C. Inquiries 4

D. Method of Source Selection..... 4

E. Pre-Bid Conference 5

F. Projected Timetable 5

2) General Description of Specifications or Scope of Work 5

A. Deliveries 6

B. Contract Period/Cost Adjustments..... 6

3) City’s Right to Inspect 7

4) Terms and Conditions of Contract..... 7

5) General Terms and Conditions..... 7

A. Licenses 7

B. Principals/Collusion..... 7

C. Taxes 8

D. Relation of City 8

E. Term Contracts..... 8

F. Termination 8

G. Liability 8

H. Assignment 8

I. Lobbying 8

J. Single Proposal 9

K. Protest Procedures 9

L. Public Entity Crime 9

M. Conflict of Interest..... 9

N. Prohibition of Gifts to City Employees 9

O. Immigration Reform and Control Act 10

P. Equal Opportunity 10

Q. Florida Public Records Act..... 10

R. Scrutinized Companies pursuant to FS Sections 287.135 and 215.473 10

S) Other Agencies 10

6) Instructions for Bid..... 11

A. Compliance with the ITB 11

B. Acknowledgment of Insurance Requirements 11

C. Acknowledgment of Bonding Requirements..... 11

D. Delivery of Bids..... 12

E. Evaluation of Bids (Procedure) 13

F. Ambiguity, Conflict, or Other Errors in the ITB 13

G. Proposal, Presentation, and Protest Costs 14

H. Acceptance or Rejection of Bids 14

I. Requests for Clarification of Bids..... 14

J. Validity of Bids..... 14

K. Response Format..... 14

L. Bid Evaluation Committee and Evaluation Factors..... 15

7) Contract / Agreement and All Required Forms 15

INVITATION TO BID
ITB 19-ES-004
“CHEMICALS FOR WATER / WASTEWATER TREATMENT PLANTS”

1) Introduction/Overview

A. Purpose/Objective

The City of Edgewater has issued this Invitation to Bid (hereinafter, “**ITB**”) with the sole purpose and intent of obtaining Bids from qualified and licensed firms to provide chemicals to be used at the city’s Water and/or Wastewater Treatment facilities. The successful proposer will hereinafter be referred to as the “Contractor”.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Edgewater, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section “6L” of this **ITB**, an award, if made, will be made based on the lowest, compliant, qualified bid(s) unless specified otherwise in the Invitation to Bid.

B. Background

The City serves an area of 22.44 square miles with a population of approximately 21,394. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Edgewater’s Comprehensive Annual Financial Report for fiscal year 2016-2017 and in the City’s Annual Budget for fiscal year 2018-2019. Copies of these documents may be viewed on www.cityofedgewater.org. The City of Edgewater is exempt from any and all state, local and federal taxes.

C. Inquiries

Direct questions related to this **ITB** to Pat Drost, Purchasing Specialist, and submit such questions in writing to pdrosten@cityofedgewater.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from pdrosten@cityofedgewater.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.cityofedgewater.org) and on DemandStar (www.demandstar.com).

D. Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2016-R-33 establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the **ITB**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee

appointed by the City Manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). **ITB's that are solely priced based will be reviewed by the Purchasing Specialist and Project Manager and will not be subject to the Evaluation Committee process.**

A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **ITB** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E. Pre-Bid Conference

A pre-bid conference is not applicable for this solicitation.

F. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **ITB** process.

Event	Date
ITB Notice	April 2, 2019
Last Date for Receipt of Written Questions	April 16, 2019 3:00 pm
Addendum due	April 30, 2019
Bids Due/Opening Date	May 7, 2019 3:00 pm
Evaluation/Notice of Recommendation	May 14, 2019
City Council Approval	June 3, 2019

2) General Description of Specifications or Scope of Work

The City is seeking Bids from qualified and licensed firms to provide chemicals to be used at the city's Water and/or Wastewater Treatment facilities. Chemicals included in this ITB are:

- High Calcium Bulk Quicklime
- Liquid Aluminum Sulfate

Chemical Specifications are included as Attachment "A" of this document.

The City reserves the right to award contracts to multiple Contractors.

A. Deliveries

The City shall be responsible for notifying the successful vendor(s) when delivery is required. Delivery shall be made to the specified location within the time frames prescribed in the individual Chemical Specifications (included in this document as **Attachment “A”**)” Failure to meet the delivery schedule may result in the assessment of liquidated damages in the amount of \$100.00 per day. The delivery sites are as follows:

- Alan R. Thomas Water Treatment Plant – 3315 State Road 442, Edgewater, FL 32132
- City of Edgewater Wastewater Treatment Plant – 421 Mango Tree Dr, Edgewater, FL 32132

The City shall require an authorized person at the delivery location to sign the loading ticket. A copy of the chemical analysis will be available for inspection before acceptance of the delivery. The invoice will be mailed to the City with a copy of the loading ticket attached and referencing purchase order number as specified by the City.

B. Contract Period/Cost Adjustments

CONTRACT PERIOD

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Edgewater, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk, and shall expire one year from that date. The City reserves the right to extend the contract for four, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing the pricing for this ITB.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City of Edgewater Environmental Services Director at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension. All rate adjustment shall be requested by the Vendor with sufficient supporting documentation to be considered by the City.

If no adjustment request is received from the Vendor (Contractor), the Parties agree that the optional term may be exercised without a rate adjustment. Late rate adjustment requests will not be considered. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

Pricing must include all costs associated with delivery of the chemical(s), including but not limited to salary cost, fringe benefits, overhead, operation margin and profit and all direct and indirect expenses.

3) City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's facilities/project site during and after each work assignment the Contractor is performing.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The selected Contractor shall submit a signed copy of the contract attached with this document as a part of the bid submittal. Contract will become effective once City Council approves and authorizes the City Manager to execute said contract.

A contract(s) resulting from this ITB shall be subject to the terms and conditions set forth in a standard City Contract. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

5) General Terms and Conditions

A. Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the Proposal response indicating that the entity proposing, as well as the team assigned to the City account, is properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 424-2400.

B. Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that

this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

C. Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D. Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E. Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F. Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G. Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H. Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I. Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from time of advertisement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Proposal, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J. Single Proposal

Each Proposer must submit, with their proposal, the required forms included in this ITB. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same ITB.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K. Protest Procedures

Any appeal or protest to the Invitation to Bid shall be governed by the City of Edgewater's Purchasing Policies and Procedures.

L. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M. Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this ITB document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N. Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O. Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, *et seq.* and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

Q. Florida Public Records Act

All material submitted regarding this ITB becomes the property of the City. ITB documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this ITB and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 *et seq.*

R. Scrutinized Companies pursuant to FS Sections 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

S) Other Agencies

All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

6) Instructions for Bid

A. Compliance with the ITB

Bids must be in strict compliance with this **ITB**. Failure to comply with all provisions of the **ITB** may result in disqualification.

B. Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **ITB**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C. Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Edgewater on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked

ITB 19-ES-004 - Chemicals for Water/Wastewater Treatment Plants

Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D. Delivery of Bids

All bids are to be delivered before 3:00 p.m., local time, on or before May 7, 2019 to:

City of Edgewater
City Clerk
104 N. Riverside Drive
Edgewater, Florida 32132

The City shall not bear the responsibility for bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition:

The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit two (2) total copies of the proposal, one (1) original and one (1) electronic copy in PDF format, on a USB flash drive.

List the Bid Number on the outside of the box or envelope and note “Invitation to Bid enclosed.”

E. Evaluation of Bids (Procedure)

The City’s procedure for selecting is as follows:

1. Invitation to Bid issued.
2. Subsequent to the closing of bids, the Department and the Purchasing Specialist shall review the bids received and verify whether each bid appears to be minimally responsive to the requirements of the published **ITB**
3. Vendor selection will be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.
4. The City reserves the right to withdraw this ITB at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
5. Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Proposer nor obligates the City in any manner.
6. Acceptance of the bid does not guarantee issuance of any other governmental approvals.

The City reserves the right to withdraw this **ITB** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City or a submission of a proposal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals.

F. Ambiguity, Conflict, or Other Errors in the ITB

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the ITB, Proposer shall immediately notify the Purchasing Specialist, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Specialist will make modifications by issuing a written revision and will give written notice to all parties who have received this ITB from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the ITB prior to submitting the Proposal or it shall be waived.

G. Proposal, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposal in response to this ITB, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H. Acceptance or Rejection of Bids

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Bids, to re-solicit for Bids, if desired, and upon recommendation and justification by the City to accept the Proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I. Requests for Clarification of Bids

Requests by the Purchasing Specialist to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J. Validity of Bids

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Bids.

All Bids shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K. Response Format

The bid shall be deemed an offer to provide services to the City. In submitting a bid, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of bids, all bids must conform to the guidelines set forth in this **ITB**. Any portions of the bid that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, any bid that contains such variances may be considered non-responsive.

Bids should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **ITB**. All copies of the bid should be bound and tabbed. The utilization of recycled paper for bid submission is strongly encouraged.

The items listed as required forms shall be submitted with each bid and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its bid.

All costs associated with delivering the requested services shall be detailed in the format requested on the Proposal Form.

L. Bid Evaluation Committee and Evaluation Factors

As previously stated, award of contract shall be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. **NOTE:** In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Edgewater, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

7) Contract / Agreement and All Required Forms

Required forms:

- Signed Standard Contractor Services Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Scrutinized Companies pursuant to FS Sections 287.135 and 215.473
- Public Act 2016-20 – Public Records Requirements
- Total Bid Form
- Bid Label

CONTRACTOR SERVICES AGREEMENT

**CHEMICALS FOR WATER/WASTEWATER TREATMENT PLANTS
ITB 19-ES-004**

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between _____, duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called "CONTRACTOR" and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #19-ES-004), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this agreement is for one (1) year from the date of award with four (4), one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered as indicated in the ITB document and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

SECTION 3. COMPENSATION. The City will pay Contractor the monthly amount invoiced pursuant to the pricing stipulated on the Proposal Form and based on actual quantities delivered based on either gallons or tonnage.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Robin L. Matusick, City Clerk/Paralegal
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1203

For Contractor:

_____, _____(Name, Title)
_____. (Company)
_____(Address)
_____(City, State, Zip)
_____(Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONTRACTOR's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF EDGEWATER

Glenn A Irby, Interim City Manager

Robin L. Matusick, City Clerk

Dated: _____

WITNESSES:

(Firm Name)

By: _____
(Authorized Officer)

Dated: _____

Approved by the City Council of the City of Edgewater at a meeting held on this _____ day of _____, 2019 under Agenda Item No. _____.

**CITY OF EDGEWATER
TERMS AND CONDITIONS**

1. PURCHASE ORDER NUMBER:

THIS PURCHASE ORDER NUMBER AND THE SELLER'S NAME MUST BE CLEARLY SHOWN ON ALL INVOICES, PACKING SLIPS, DELIVERY RECEIPTS, AND CORRESPONDENCE. FAILURE TO CLEARLY INDICATE THIS PURCHASE ORDER NUMBER MAY RESULT IN THE RETURN OF INVOICES.

2. ACCEPTANCE:

ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER SHALL BECOME PART OF THE CONTRACT BETWEEN THE CITY OF EDGEWATER AND THE VENDOR/SELLER; THE VENDOR'S/SELLER'S DIFFERENT OR ADDITIONAL TERMS WILL NEVER BECOME PART OF THIS CONTRACT.

3. DELIVERY, TITLE & RISK OF LOSS:

TITLE SHALL PASS TO THE CITY OF EDGEWATER ON DELIVERY OF THE CONFORMING GOODS TO THE DESIGNATED LOCATION. NOTWITHSTANDING ANY AGREEMENT TO PAY FREIGHT, EXPRESS OR OTHER TRANSPORTATION CHARGES, THE RISK OF LOSS OR DAMAGE IN TRANSIT SHALL BE UPON THE VENDOR/SELLER. DELIVERY SHALL NOT BE COMPLETE UNTIL THE GOODS AND OR SERVICES HAVE BEEN RECEIVED, INSPECTED, AND ACCEPTED BY THE CITY OF EDGEWATER.

COLLECT SHIPMENTS WILL NOT BE ACCEPTED IN THE EVENT THAT THE CITY AGREES TO PAY THE FRIEGHT, ALL FREIGHT CHARGES SHALL BE FULLY PREPAID AND INCLUDED ON THE INVOICE. THE ORIGINAL BILL MUST BE INCLUDED WITH THE INVOICE.

4. WARRANTY:

THE VENDOR/SELLER WARRANTS THAT THE GOODS AND/OR SERVICES SUPPLIED HEREUNDER WILL BE OF GOOD WORKMANSHIP AND OF PROPER MATERIALS, FREE FROM DEFECTS AND IN ACCORDANCE WITH SPECIFICATIONS. IF THE VENDOR/SELLER KNOWS THE CITY'S INTENDED USE, THE VENDOR/SELLER WARRANTS THAT THE GOODS AND/OR SERVICES ARE SUITABLE FOR THE INTENDED USE.

5. REMEDIES:

REGARDLESS OF WHETHER GOODS ARE BEING SOLD, LICENSED OR LEASED OR WHETHER SERVICES ARE BEING PERFORMED, THE VENDOR/SELLER AND THE CITY OF EDGEWATER AGREE THAT BOTH PARTIES HAVE ALL THE UNIFORM COMMERCIAL CODE RIGHTS, DUTIES, AND REMEDIES AVAILABLE.

6. CONFLICT OF LAWS:

THIS AGREEMENT TO PURCHASE AND THE PERFORMANCE OF THE PARTIES HEREUNDER SHALL BE CONSTRUED WITH AND GOVERNED BY THE LAWS OF THE CITY OF EDGEWATER AND THE STATE OF FLORIDA.

7. MODIFICATIONS:

NO MODIFICATION IN PRICE, DELIVERY, METHOD OR SCHEDULE, QUANTITY, QUALITY, SPECIFICATIONS OR ANY OTHER TERM OF THE CONTRACT WILL BE EFFECTIVE UNLESS AGREED TO IN WRITING, AND SIGNED BY AN AUTHORIZED PURCHASING AGENT.

8. TAXES:

THE CITY OF EDGEWATER FLORIDA IS EXEMPT FROM THE PAYMENT OF ALL FEDERAL EXCISE TAXES AND SALES TAXES OF THE STATE OF FLORIDA, AND GENERALLY ALL OTHER STATE GOVERNMENTS. VENDOR/SELLER SHALL FURNISH THE PROPER EXEMPTION CERTIFICATE

State of Florida sales tax exemption number: 85-8013848356C7

Federal Employee Identification number: 59-6000-314

9. PATENTS & ROYALTIES:

THE VENDOR/SELLER, WITHOUT EXCEPTION, SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF EDGEWATER AND ITS EMPLOYEES FROM LIABILITY OF ANY NATURE OF KIND, INCLUDING COSTS AND EXPENSES FOR OR ON ACCOUNT OF ANY COPYRIGHTED, PATENTED OR UNPATENTED INVENTION, PROCESS OR ARTICLE MANUFACTURED OR SUED IN THE PERFORMANCE OF THE CONTRACT, INCLUDING ITS USE BY THE CITY OF EDGEWATER. IF THE VENDOR/SELLER USES ANY DESIGN, DEVICE, OR MATERIALS COVERED BY LETTER, PATENT OR COPYRIGHT, IT IS MUTUALLY AGREED AND UNDERSTOOD WITHOUT EXCEPTION THAT THE LISTED PRICES SHALL INCLUDE ALL ROYALTIES OR COST ARISING FROM THE USE OF SUCH DESIGN, DEVICE OR MATERIALS IN ANY WAY INVOLVED WITH THE WORK.

10. INVOICING/PAYMENTS:

FURNISH ALL INVOICES IN DUPLICATE AND MAIL TO THE ADDRESS INDICATED ON THE FRONT. SEND A SEPARATE INVOICE FOR EACH SHIPMENT. INCLUDE THE CORRECT PURCHASE ORDER NUMBER ON EACH INVOICE. UNLESS PREVIOUSLY AGREED UPON BY BOTH THE CITY AND VENDOR, ALL INVOICING AND PAYMENTS WILL BE AS OUTLINED IN THE (LOCAL GOVERNMENT PROMPT PAYMENT ACT (FS 218. PART VII).

11. PRICES:

IF PRICES ARE HIGHER THAN SPECIFIED, DO NOT SHIP WITHOUT THE PURCHASING AGENTS PRIOR WRITTEN APPROVAL.

12. CLEAN HANDS:

BY ACCEPTING THIS CONTRACT, THE SELLER WARRANTS THAT NEITHER THE BUSINESS, NOR ANY OFFICER OR SIGNIFICANT STAKEHOLDER OF THE BUSINESS IS IN VIOLATION OF THE CITY OF EDGEWATER CODE AND DO NOT OWE THE CITY ANY PAST DUE DEBT. THE SELLER SPECIFICALLY AGREES THAT THE CITY MAY WITHHOLD ANY MONEY OWED THE SELLER FROM THIS CONTRACT FOR ANY EXISTING CODE VIOLATIONS AND/OR PAST DUE DEBT. IF THE SELLER MISREPRESENTS THE STATUS OF THE BUSINESS, ANY OFFICER OR SIGNIFICANT STAKEHOLDER, THE CITY WILL CONSIDER THIS A MATERIAL DEFECT OF THIS CONTRACT AND SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE IT.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Bid. Proposer should check off each of the following items as the necessary action is completed:

- The standard contract/ agreement has been signed and included.
- All applicable forms have been signed and included
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

CITY CLERK
City of Edgewater
104 N. Riverside Dr.
Edgewater, Florida 32132

- The **mailing envelope must be sealed and marked** with Bid Number “**ITB 19-ES-004**”, Bid Title “**CHEMICALS FOR WATER/WASTEWATER TREATMENT PLANTS**” and Due Date “May 7, 2019 @ 3:00 pm”.
- The Bid will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Bid cannot be considered.)

ALL COURIER-DELIVERED BIDS MUST HAVE THE ITB NUMBER AND BID NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
 Yes No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ _____ **Total Fees for work done on all City projects**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: _____

Sole Proprietorship/Years in Business: _____

Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

City of Edgewater
104 N. Riverside Dr.
Edgewater, FL 32132

RE: ITB NO. 19-ES-004 - "CHEMICALS FOR WATER/WASTEWATER TREATMENT PLANTS

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this bid or in the contract to which this bid pertains, and that this bid is made without connection or arrangement with any other person and this bid is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of bids, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the bid pertains.

The Proposer puts forth and agrees, if this bid is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the bid pertains. The Proposer states that the bid is based upon the bid documents listed by **ITB #19-ES-004**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- 1. Worker's Compensation

 Statutory Limits of Florida
 Statutes, Chapter 440 and all
 Federal Government Statutory Limits and
 Requirements.
- 2. Commercial General Liability
 (Occurrence Form) patterned
 after the current I.S.O form
 with no limiting endorsements.

Bodily Injury & Property Damage

\$1,000,000 single limit per
 occurrence
- 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Edgewater, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.

- 4. Automobile Liability

\$ 500,000 Each Occurrence
 Owned/Non-owned/Hired
 Automobile Included
- 5. Other Insurance as indicated below:
 Errors and Omissions or Professional
 Malpractice Coverage

 \$ 1,000,000 Per Occurrence
- 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.
- 8. The City of Edgewater must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

9. The City of Edgewater shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Edgewater
Edgewater, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state the **ITB** Number and Name.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, Bids, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

- YES
 NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF EDGEWATER.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Subscribed and sworn to before me this ____ day of _____, 20__.

Title

My Commission Expires: _____

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of five (5) references for which the firm has provided services described in this proposal for three (3) years or more with the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

2. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

3. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

4. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

5. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Edgewater

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 20__.

Personally known _____

(Notary)

OR produced identification _____
Notary Public State of _____

(Type of Identification) My commission expires: _____

VENDOR INFORMATION

Vendor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)	
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that the company is not participating in a boycott of Israel. Contractor t also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

Contractor submits this certification as a condition of contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by

_____, who is personally known to me to be the _____ for the

Firm, OR who produced the following

identification: _____.

Notary Public

My Commission Expires: _____

PUBLIC ACT 2016-20 PUBLIC RECORDS REQUIREMENTS

RECORDS / AUDITS

The City of Edgewater is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Volusia County, all books of account, reports and records relating to this contract.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK'S OFFICE
CITY OF EDGEWATER
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132
(386)424-2400 X 1102
CITYCLERK@CITYOFEDGEWATER.ORG**

Signature acknowledges receipt and understanding of this form.

Name/Title

Date

TOTAL PRICING FORM
ITB 19-ES-004
CHEMICALS FOR WATER / WASTEWATER TREATMENT PLANTS

Item	Description	Unit of Measure	Unit Cost
1	High Calcium Bulk Quicklime	ton	
2	Liquid Aluminum Sulfate	gal	

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

 Authorized Signature

 Address

 Printed Name & Title

 City, State, Zip Code

 Company

 Telephone No.

 Date

 Email Address

Cut and use this label for Bid Package

**CITY OF EDGEWATER
CITY CLERK
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132**

**ITB 19-ES-004
CHEMICALS FOR WATER/WASTEWATER
TREATMENT PLANTS**

**Due Date/Time
May 7, 2019 – 3:00 PM**

ATTACHMENTS “A” Chemical Specifications

CITY OF EDGEWATER

HIGH CALCIUM BULK QUICKLIME

QUANTITY: 900 TONS MORE OR LESS UP TO 1,400 TONS

General Description of Services

To be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the ANSI/AWWA B202-02 regarding quicklime.

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B202-02 standard, product specifications or certificate of analysis, and a Safety Data Sheet with the bid form.

The quicklime shall be delivered into the lime storage bins by truck, at the Alan R. Thomas Water Treatment Plant at 3315 State Road 442, for the purpose of water treatment and will have an average grain size of 1/8" (rice) size rock (10 mesh). No materials shall be retained on a 1/2" sieve and **no** more than five percent (5%) should pass thru a 100 U.S. Standard mesh as stated. Delivery will be accepted when and if needed and shall be made within forty-eight (48) hours after telephone notification of the required need.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter. The City of Edgewater reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Edgewater and the A.W.W.A. B202-02, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

BID PRICES - The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid

Bidders are to specify price delivered F.O.B. site of use, Alan R. Thomas Water Treatment Plant at 3315 State Road 442, Edgewater, Florida. Bid price shall be firm for the contract duration.

LIQUID ALUMINUM SULFATE

QUANTITY: APPROXIMATELY 30,000 GALLONS

General Description of Services

The City of Edgewater Environmental Services Department/Wastewater Division is seeking a firm price for the purchase of Liquid Aluminum Sulfate to be used as a phosphorous removal aid at the Wastewater Treatment Plant located at 500 West Ocean Avenue, Edgewater, FL 32132.

- Alum Solution: 48.5%, Specific Gravity of 1.30 to 1.48. pH: 1.4 to 2.6; Temperature: Ambient.
- Each shipment will be accompanied by a chemical analysis to show it conforms to specifications.
- The anticipated annual volume (not guaranteed) is 30,000 gallons.
- The successful bidder must submit/supply S.D.S. (Safety Data Sheets) on the product.
- Delivery will be 3,000 gallons per delivery.
- The Successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- Bids will only be accepted for those products that produce the desired results of reducing phosphorous levels below one (1) mg/L in WWTP's Effluent.

Bid Prices

- The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Requirements

- Delivery will be 3,000 gallons per delivery to an existing 3,758 gallon storage tank, on an as needed basis, and shall be made within 72 hours of notification of order.
- Delivery truck will need a minimum of 15' of 2" hose with a 2" quick connect. City of Edgewater's quick connect will be a 2" female fitting.
- Deliveries will be between the hours of 0700 and 1500 Monday through Friday with the exception of holidays.
- Deliveries will be made using the west gate which is located at 409 Mango Tree Drive, Edgewater, FL.
- The contractor shall be responsible for any spills resulting from failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. The contractor shall observe the entire filling operation and shall immediately report any spills caused during filling operations.

- Because of safety and security concerns, all delivery vehicle drivers shall be US citizens and have a proper commercial driver's license with the proper endorsements. Contractor's drivers shall produce their driver's license upon request by purchaser. Failure to do so shall result in rejection of delivery and could result in termination of supply agreement.
- Contractor shall ensure that transport vehicle and Liquid Alum is free from contaminants. Purchaser reserves the right to refuse delivery.

Delivery Location

421 Mango Tree Drive, Edgewater, FL 32132*

*Delivery must be made using the facility's west gate at 409 Mango Tree Drive, Edgewater, FL.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.