

Water & Wastewater Chemicals



RFQ: 03-17-02

Project Name: Water & Wastewater Chemicals

Contracting Agency: City of Green Cove Springs

Address: 321 Walnut Street
Green Cove Springs, FL 32065

Telephone: (904) 297-7500 ext. 3323

WATER & WASTEWATER CHEMICALS

BID NO. 03-17-02 GREEN COVE SPRINGS, FLORIDA

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BID ADVERTISEMENT

Sealed bids will be received by the City of Green Cove Springs, Attn: Lauren Fitzgerald, 321 Walnut Street, Green Cove Springs, Florida 32043, until, **10:00 a.m. local time, April 04, 2017** at which time the bids will be publicly opened and read aloud, for the following City of Green Cove Springs project: **Bid No. 03-17-02, Water and Wastewater Chemicals.**

Proposals shall comply with the conditions, instructions, specifications and terms as described in the bid package. Bids shall be mailed or delivered in person to City Hall, Attn: Lauren Fitzgerald, 321 Walnut Street, Green Cove Springs, Florida 32043. Faxed, electronic, telephonic, or oral transmittals will not be accepted. Any bid received after the designated closing time will be immediately rejected. Bids shall be sealed in an envelope and plainly marked: **Bid No. 03-17-02, Water and Wastewater Chemicals.**

Bidders are expected to fully inform themselves of the requirements of the specifications. Failure to do so is at the Bidder's risk. Bidders will not secure relief on the plea of error or misunderstanding.

Bidders agree by signing and delivering a bid proposal to the acceptance of all terms, conditions and specifications of the bid package. **Bids are valid for a period of 60 calendar days after date of opening.**

Bidders declare that the only persons or parties interested in their bid are those named on the Bid Proposal Form. They state that their bid is in all respects fair and without fraud and without collusion with any official, agent, or employee of the City or anyone submitting another bid.

The City reserves the right to require the successful bidder to execute an agreement incorporating all bid documentation, and which contains standard provisions for default, bid security, attorney fees, termination, remedies, jurisdiction and other conditions deemed legally appropriate by the City. It is the desire of the City to enter into an agreement to complete this singular project.

The City reserves the right to accept or reject any or all bids in whole, or any part thereof, waive any or all irregularities, and award the bid to the responsible bidder determined to represent the City's best interests.

Bid packages may be obtained at www.greencovesprings.com or by calling Lauren Fitzgerald at City Hall, phone (904) 297-7500, ext. 3323.

By: Lauren Fitzgerald
Assistant Finance Director

March 9, 2017

THE CITY OF GREEN COVE SPRINGS IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL BIDDING PROVISIONS

INCLUSION OF INVITATION TO BID

Invitation to Bid, as advertised, shall be considered an inclusion of the specifications and contract conditions.

TERMS

Companies submitting a response to this bid will be referred to herein as Bidder. The City of Green Cove Springs will be referred to herein as City, Owner and/or City of Green Cove Springs.

PREPARATION OF FORMS

Bid proposals are accepted only on the Proposal Form provided by the City. Bidders should submit all signatures, information and figures in black ink or typewritten only. Figures written in pencil or any erasures are unacceptable, however, mistakes crossed out and corrections inserted adjacent thereto, initialed in ink, by the person signing the proposal are acceptable. In case of any discrepancies between the unit prices quoted and extensions, the unit price shall prevail.

DATE AND RECEIPT OF BIDS

Formally advertised bids indicate a time and date for receipt of bids. Responses are date stamped upon receipt, those received after the scheduled closing time will be immediately returned unopened to the bidder.

EXCEPTIONS TO BID

Bidders are advised to list any exceptions to the conditions, specifications or terms of this bid on the Clarifications & Exceptions form provided. The City reserves the right to accept or reject any or all clarifications and/or exceptions noted thereon. If no clarifications or exceptions are stated it is mutually understood that all general and specific conditions are accepted.

WITHDRAWAL OF BID

Bidders may request withdrawal of their sealed proposal prior to the scheduled bid opening time via written request to Lauren Fitzgerald, Assistant Finance Director. After being opened in public at the designated time, bids are valid for 60 calendar days and may not be withdrawn during that time.

REJECTION OF BID

The City reserves the right to reject any or all bids in whole or any part thereof for any reason deemed solely by the City to be in its best interests.

INCONSISTENCIES IN CONDITIONS

In the event of inconsistencies between the General Bidding Provisions and other bid terms or conditions contained herein, the former will take precedence.

ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be posted to the City website on the "Bid & Notification" page. Interpretations, corrections, and changes shall not

be binding unless made by addendum. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. All addenda issued shall become part of the contract documents. It is the Bidders responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged on the Proposal Form within this bid.

DISQUALIFICATION OF BIDDER

Bidders in litigation with the City will be disqualified from bidding.

Bidders may be disqualified as non-responsive and rejection of proposals may be recommended to the City for any of (but not limited to) the following causes:

1. Failure to use the Proposal Form furnished by the City.
2. Lack of signature by an authorized representative on the Proposal Form.
3. Failure to properly complete the Proposal Form; provide a Bid Bond or Cashiers Check (if required) or to provide requested data or information.
4. Evidence of collusion among proposers.
5. Unauthorized alteration of the bid forms. The City reserves the right to waive any minor informality or irregularity.
6. Lack of responsibility as shown by past work from the standpoint of quality, progress, and financial ability.

QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to fulfill the bid obligation. The City reserves the right to reject any bid if information submitted by or investigation of such Bidder fails to satisfy the Owner that the Bidder is responsible and otherwise properly qualified to carry out the obligations of the bid and/or contract.

BRAND NAMES OR EQUAL

Whenever in this invitation any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording is intended to facilitate description of the material, process and/or equipment desired and will be deemed to be followed by the words, "or equal".

Proof satisfactory to the City must be provided by the bidder to show that the alternative product is, in fact, equal to the product required in the Specifications. Complete technical data and brochures necessary for proper evaluation of such product shall be submitted with the proposal. The City has sole discretion to make the determination as to whether the alternative product is, in fact, equal to the product required in the specifications. Such decision is final. No substitution will be considered after contract award unless specifically allowed by the contract documents.

ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, interest in or to the same or any part thereof, without previous written consent of the City and any sureties.

TAXES

The City is exempt from all State Retail Tax and Federal Excise Tax. The price/s bid must be net, exclusive of taxes.

TIES FOR LOWEST BID

Should there be a tie for the lowest responsive and responsible bid, normally quickest delivery or completion time will be used to break the tie. If such also results in a tie, or cannot be discerned as a tie-breaker, the Assistant Finance Director may advise the lowest bidders of the situation in writing, and then allow them to submit revisions within hours, as determined by the Assistant Finance Director. In such event e-mail revisions may be accepted which do not exceed their original price or term. If a tie still remains, a coin toss may be used.

FEDERAL, STATE, LOCAL LAWS

All bidders shall comply with all Federal, State and local laws relative to conducting business in Clay County including, but not limited to, licensing, labor and health laws. The laws of the State of Florida will govern as to the interpretation, validity, and effect of this bid, its award and any resulting contract entered into.

COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void. Advanced disclosures of any information to any bidder which gives him any advantage over any other interested bidder in advance of the bid opening, whether in response to advertising or an informal request for bids made or permitted by a member of the City Council or any employee or representative thereof, will void all aspects of that bid solicitation.

INSTRUCTIONS TO BIDDERS

PREPARATION OF BID

Each bidder shall submit their bid on the Proposal Form enclosed herewith. The bidder shall sign the Proposal Form and provide all information requested thereon, except if otherwise stated within this Bid Package. Proposals having any omissions, alterations of form, additions not provided for or conditional bid or irregularities of any kind may constitute the basis for rejection of the bid at the City's sole discretion. No changes in phraseology of forms will be allowed and any such occurrence will result in rejection of the proposal.

MAILING, RECEIPT, OPENING AND VALIDITY OF BIDS

Proposals shall be submitted in a sealed envelope, so marked as to indicate the contents without being opened. **ALL BIDS MUST BE SEALED & DELIVERED OR MAILED TO:**

CITY OF GREEN COVE SPRINGS
321 WALNUT ST.
GREEN COVE SPRINGS, FL 32043
ATTENTION: LAUREN FITZGERALD

Proposals will be opened in the City Hall Council Chambers, 321 Walnut Street, Green Cove Springs, FL 32043, and read aloud on the date and time specified in the advertisement notice. Bidders and/or representatives are invited to attend.

Bids received after the scheduled opening time are ineligible for consideration and will be immediately returned to the bidder. Bids are valid and may not be withdrawn for a period of 60 calendar days after opening.

RETURN OF BID PACKAGE

Bidders shall use and return only the forms of information requested. Any substitution of the provided forms to be returned shall constitute grounds for rejection of their bid. One original and two copies must be submitted on or before the submittal deadline. Bidders shall submit one original marked "ORIGINAL" and one copy.

Submittal deadline: 10:00 a.m., April 4, 2017

Please label sealed envelope: **Bid No. 03-17-02, Water & Wastewater Chemicals**

The bidder has the sole responsibility to have the response received by the City of Green Cove Springs at the above address and by the submittal deadline. Please note the City is not responsible or liable for the U.S. Postal Service or any other type of private postal or parcel carrier.

OBLIGATION OF BIDDER

At the time of bid opening, bidders will be presumed to have read and be thoroughly familiar with all contract documents and specifications and the local conditions and to have visited or inspected the project site, if applicable. Failure or omission of any bidder to examine any form, instrument condition, or document and to have visited or inspected the project site shall in no way relieve him of any obligation to enter into a contract and provide delivery in strict

accordance with this Bid Invitation, nor shall such failure or omission constitute the basis for an adjustment in contract price. Bidder has correlated its personal observations with the requirements of the proposed contract documents.

PROPOSAL FORM COMPLETION

Bidder must use the enclosed Proposal Form. All items must be completed. The City reserves the right to award separately or as deemed in the best interest of the City. Each space on the Proposal Form must be completed, as requested, with no alternatives presented, except as specifically provided for. A price for all tree diameters must be given for consideration of bid award. The Proposal Form shall be typed or written legibly by pen and must be signed by an authorized representative.

PRICE DISCREPANCIES

In the event there are unit price items in a proposal schedule and the “amount” indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of the prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Bidder will be bound by said corrections.

BID SECURITY, RECEIPT AND RETURN POLICY

No bid bonds are required for this bid invitation.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

N/A

TIME OF COMPLETION

Bidder agrees that time is of the essence in connection with performance, delivery, and/or the services of this contract.

SECURITY FOR FAITHFUL PERFORMANCE (BONDING REQUIREMENTS)

Bidders are advised that payment and performance bonds with a surety acceptable to the City shall be provided to the City, upon receipt of a signed contract or purchase order for faithful delivery or performance of items or services as stated in this Bid Invitation. Performance bonds shall include provisions for the City's delay or liquidated damaged.

The successful Bidder shall furnish within ten (10) consecutive calendar days after written notice of award, a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

POWER OF ATTORNEY

The Attorney-in-fact who signs bid bonds or contract bonds shall file with each bond a certified and effectively dated copy of his Power of Attorney.

LAWS AND REGULATIONS

All applicable Federal, State and local laws, ordinances, regulations and rules of all authorities having jurisdiction over construction of this project shall apply to the contract throughout. They shall be deemed to be included in the contract the same as though herein written out in full.

PUBLIC RECORDS LAW – Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

CONSULTANT, or provider of services hereunder, shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONSULTANT in conjunction with this Contract. Specifically, the CONSULTANT must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services being performed by the CONSULTANT.
- (2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer at no cost to the City for all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The CONSULTANT shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the City a copy of the CONSULTANT's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the City.

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE CONSULTANT CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

CITY'S RIGHT TO REJECT BIDS

The Owner reserves the right to reject all proposals, to reject any single proposal failing to comply with the terms and conditions of the bids forms, and to waive irregularities and informalities. No bid shall be considered that fails to comply with the conditions, terms, or minimum specifications as stated in the bid forms or procedures for submittal of bids as authorized in the official advertisement notice and/or other documents pertaining to the bid as authorized by the City.

AWARD OF BID TO LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

Subject to the City's right to reject bids, and if the bid is reasonably the lowest responsive and responsible, recommendation for award to bidder will be made to the City Council. A contract will only be entered into with responsible bidders, qualified by experience and financial ability to do the work and/or supply service or materials.

WRITTEN ADDENDA TO BID

Written addenda issued by the City prior to the bid opening shall be binding as if initially written into the Bid Invitation or Specifications. Bidders shall acknowledge receipt of the same in writing as indicated on the Proposal Form. No verbal representation of the City, its employees, or agents shall be binding and bidders shall not rely upon them.

COMPLETION OF W-9 FORM

All Bidders shall complete and return a W-9 Form. If not then attached, the City will consider granting the bidder an additional three (3) business days following the bid open date to provide the W-9 Form, otherwise the proposal will be rejected.

COMPLETION OF PUBLIC ENTITY CRIME STATEMENT FORM

Bidders shall execute the enclosed Form PUR.7068, SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES, including proper checks in the spaces provided and enclose it with the Proposal Form. Corrections to the form will not be allowed after the proposal is received and/or opened.

This form must be included with the bid at the time of bid opening. If not then attached, the City will consider granting the bidder an additional three (3) business days following the bid open date to provide the PUBLIC ENTITY CRIME STATEMENT Form, otherwise the proposal will be rejected.

COMPLETION OF DRUG FREE WORKPLACE COMPLIANCE FORM

Bidders must complete and return with their Proposal Form the enclosed Drug Free Workplace Compliance Form.

SUPPLIER & CONTRACTOR PERFORMANCE EVALUATION

In an effort to enhance the process of supplier and contractor performance, ensure long-term growth and success of suppliers and contractors and to proactively monitor performance so that the City's needs and expectations are being met, the City's Supplier and Contractor Performance Evaluation Program may be utilized for this project.

PROOF OF INSURANCE AND WORKER'S COMPENSATION

The successful Bidder selected for the project will be required to procure and maintain during the life of the Contract with the City of Green Cove Springs, Florida insurance of the type and in the minimum amounts listed below:

- a. Commercial General Liability
 - 1. General Aggregate \$1,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000

4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000
b. Automobile Liability	
1. Any Automobile-Combined bodily injury/property damage, with minimum limits for all additional coverage as required by Florida law	\$1,000,000
c. Workers Compensation/Employers Liability	
1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000
d. Professional Liability	
1. When required by contract-per occurrence	\$1,000,000

SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. Small and Minority Businesses must submit a copy of their certification issued by the State of Florida, declaring they are in fact a small and/or minority business.

REFERENCES

Bidders should include on the included “Reference” sheet, at least three (3) references’ for which similar services have been provided.

ADDITIONAL INFORMATION OR QUESTIONS

Requests for additional information or questions concerning non-technical aspects of this Bid Invitation are to be directed to Lauren Fitzgerald, at (904) 297-7500 ext. 3323 between 7:00a.m. and 5:30p.m., Monday through Thursday, except legal holidays.

- bids@greencovesprings.com
- lfitzgerald@greencovesprings.com

SPECIFICATIONS

Designated Representative

The City's representative is Scott Schultz, Assistant Water Utilities Director, (904) 297-7060, sschultz@greencovesprings.com. The Contractor shall similarly designate a representative, and provide appropriate contact information.

Deliveries

Deliveries shall be made within seventy-two (72) hours after placement of an order, or on an agreed upon regular schedule. Any "emergency" deliveries must be made within twenty-four (24) hours of order placement.

DELIVERY LOCATIONS

Wastewater

A. Harbor Road WWTP, 1277 Harbor Road, Green Cove Springs, FL 32043.

The City owns two (2) 550-gallon sodium hypochlorite storage tanks.

Estimated **weekly** usage of hypochlorite is **500 gallons**

The City owns two (2) 550 gallon sodium bi-Sulfite tanks.

Estimated **weekly** usage of sodium bisulfite is **200 gallons**

B. South WWTP, 926 S.R. 16, Green Cove Springs, FL, 32043.

The City owns two (2) 550-gallon hypo-chlorite storage tanks.

Estimated **weekly** usage of hypochlorite is **250 gallons**

The City owns one (1) 550 Gallon Sodium Bi-Sulfite tank.

Estimated **weekly** usage of bisulfite is **150 gallons**

Water

A. Harbor Rd. WTP, 1277 Harbor Road, Green Cove Springs, FL 32043.

The City owns two (2) 550-gallons sodium hypo-chlorite tanks.

Estimated **weekly** usage of hypochlorite is **250 gallons**

B. Reynolds WTP, 978 Cary Ave, Green Cove Springs, FL., 32043 (Main Plant)

The City owns two (2) 275 gallons sodium hypochlorite tanks.

Estimated **weekly** usage of hypochlorite is **200 gallons**

Reynolds Well #3, Lewis Street – Two (2) blocks away

The City owns two (2) 150-gallons sodium hypochlorite tanks.

Estimated **weekly** usage of hypochlorite is **75 gallons**

CHEMICALS TO BE PROVIDED

List A (unit items)

1. Liquid Sodium Hypochlorite
2. Liquid Sodium Bi-sulfite

List B (bulk items)

1. Granular Chlorine in 100 lb. drums
Estimated **Annual** usage = **5 drums**
2. 3" Chlorine Tablets in 50 lb. buckets
Estimated **Annual** usage = **20 drums**

Contractor may bid on all chemicals listed in Lists A and B or just chemicals in List A or List B, however chemicals listed in each list must remain in that list.

All sites are located within the city limits of Green Cove Springs. **Deliveries will be accepted Monday through Friday (7:00 AM through 3:00PM)**, when and as needed at each location with-in 72 hours of order being placed. Each shipment shall be accompanied by a chemical analysis report to show the percent available chlorine (Sodium Hypochlorite) at the time of delivery.

Estimated Quantities

The estimated quantities or usages provided by the City within the bid documents are in no way guaranteed by the City to be quantities that shall be purchased. The quantities shown are for the bidder's information only and the City shall be bound only for actual quantities ordered.

Spillage

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observations of unloading operations and knowledge response to problems or emergencies, which would most commonly be expected to occur. The City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Contractor shall

observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicles drivers shall be U.S. citizens and have proper commercial driver's license with a Hazardous Material endorsement. The Contractor's driver shall display their personal driver's license during delivery and whenever requested by the City. In addition, Contractor shall supply The City with a CD (compact disc) containing digital photographs of all currently employed delivery drivers with names imposed. Any changes in currently employed delivery drivers must be made to the CD; an updated CD shall be received by the City within 24 hours of the changes involving drivers. The City shall use the CD to verify whether a driver is actually an employee of the Contractor. Additionally, Contractor shall send a facsimile to the delivery site within 24 hours of delivery. Failure to show proper license, send a facsimile of license in advance or failure of driver to be listed on the CD provided to the City may result in rejection of delivery and may result in termination of the Contract between the City and Contractor.

References

Bidders must include at least five (5) references to which they have sold similar products within the past two (2) years. These references should include names of contact persons, firms, addresses and telephone numbers.

THE FOLLOWING SPECIFICATIONS APPLY ONLY TO SODIUM HYPOCHLORITE AND SUPERCEDE ANY PREVIOUS SPECIAL INSTRUCTIONS WITH REGARD TO SODIUM HYPOCHLORITE.

Definition

Sodium Hypochlorite (NaOCl) is a clear light-yellow liquid containing up to 16.0 g/l (16 trade percent) of available chlorine. Bids will include price per gallon of NaOCl at 12.5% or higher.

Qualifications/Submittals

For purposes of this Bid, the term "Contractor" shall be defined as the company submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

Each prospective Contractor shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Contractor's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the

Contractor's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate, per chlorate, hardness (as calcium carbonate) and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Contractor. The results of the analysis shall be submitted with the Contractor's proposal. In addition, the Contractor shall include the last three copies of their annual NSF results for the same manufacturing location. Failure to submit a sample or meet the requirements of the Specification shall result in Contractor being disqualified from bidding on this product.

Each prospective Contractor shall submit a list of at least five (5) references to include phone numbers and contact names that use or have used its sodium hypochlorite at both water and wastewater treatment plants (at least five of each type) in the past two years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents. Additionally, each Contractor shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues **for any product it supplies** over the past five years. The Contractor shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury and National Response Center Notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years. Failure to disclose references, terminations, or safety incidents will result in Contractor being disqualified from bidding on this product.

As part of its Emergency Preparedness Planning and Spill Response Plan, each prospective Contractor shall submit a list with 24-hour access phone numbers of at least two degreed engineers (preferably Chemical Engineers) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency. Failure to submit this list including all the requirements of the list or to adhere to these requirements will result in Contractor being disqualified from bidding on this product.

As part of assessing the Contractor's reliability and safety record, the prospective Contractor shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities. Additionally, the Contractor shall submit a copy of its OSHA Form 300A/300 logs for the past three years (if the Contractor utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well). The City may require a site visit to the Contractor's manufacturing and distribution facilities to assess their safety and reliability as part of the Bid Evaluation process.

Sampling and Testing

Sampling and testing shall be in accordance with EPA and AWWA B300-04 standards and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>. The approved laboratories are listed below. Should the Contractor request to use another laboratory, that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to meet the following Minimum Detection Limits (MDL): (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20 mg/L; (4) Perchlorate .1 mg/L; and (5) Chlorine/Excess

Caustic 0.1%. Contractor shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

Approved Testing Agencies

NovaChem Laboratories (formerly Novatek)
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

Special Note: Concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive test results.

Sampling and Testing Prior to Unloading

The Contractor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. The Contractor's delivery personnel (driver) shall be provide a sample of hypochlorite before the shipment is hooked up and unloaded in the presence of the City. The City will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the City. The sample shall be considered representative of the lot.

The City reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the City that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing can not be completed within the 45-minute period, the City shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, the City has the right to procure a shipment from another source. Two rejections of a lot or shipment in any twelve (12) month period shall constitute automatic termination of the Contractor's supply contract with the City.

Sampling and Test of Shipment After Unloading

The City reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-04 specifications, and the supplemental specifications included with this document. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis shall result in automatic termination of the Contractor's supply contract of the hypochlorite.

Specification of Material

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation

Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the supplier to inform the City that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between the City and the Contractor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.83 percent sodium hypochlorite by weight). Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following contaminant concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L
Perchlorate	< 20 mg/L
Total Hardness	< 3 mg/L (As calcium carbonate)
Filter Test Time	< 3 minutes

The delivery time of the shipment shall not exceed 84 hours from the time of manufacture of the product. The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the “*Suspended Solids Quality Test for Bleach Using the Vacuum Filtration*” Method developed by Novatek and previously referenced in this Specification.

MANUFACTURER’S LABORATORY REPORTS

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City.

The report shall contain the following data:

Date and Time of Manufacture

Percent by Weight

 Sodium Hypochlorite

 Excess Sodium Hydroxide

Specific Gravity (Referenced to a temperature)

Suspended Solids Test Time

No deliveries will be accepted by the City unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

Quarterly Reports

At the start of the contract and every 90 days, the Contractor shall utilize an outside testing agency acceptable to both the City and the Contractor (e.g., one of the approved laboratories referenced in this Specification) to analyze a sample of the sodium hypochlorite delivered to the City. The Contractor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the City at the time of the sample and the City forward the sample to the approved authorized testing agency. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between the City and Contractor. Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the bid price.

Clean Tank Guarantee

At any time during the performance of this Agreement, if the City has any sort of sludge or other impurity buildup in any of its chemical tanks, the Contractor shall cleanout the tank at no charge to the City within seven (7) days, unless such timeframe is extended by the City. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to the City for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of the City. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the City. Failure of the Contractor to clean-out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the City) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the City and the Contractor.

Termination

In addition to the various statements in this Specification stating the grounds for automatic termination of the Contractor's contract to supply sodium hypochlorite to the City, the contract will be voided or terminated for any three failures by Contractor to meet any requirement of this Specification in the preceding twelve month period. These failures include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the product to meet the specification either prior to unloading, after unloading or as a result of a quarterly analysis, failure to provide a certificate of analysis and failure to respond in a timely manner to any City emergency.

Contractor's Checklist

The Contractor shall ensure the following information is included in their proposals:

- Pricing for the Sodium Hypochlorite
- Third Party Laboratory Analysis of Sodium Hypochlorite Sample
- Last Three Years of NSF Sodium Hypochlorite Sample Results

- List of References (Ten)
- List of Degreed Engineers (Two)
- List of Subcontractors or Affiliates
- List of Safety Incidents (Last Five Years)
- List of Terminations/Debarments (Last Five Years)
- Copy of OSHA Form 300A/300 logs (Last Three Years)
- Other Information on Company
- Contact Information to Obtain Product Sample in the Same County
- Copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities.

References

Each prospective Contractor shall submit at least five (5) references to include phone numbers that use or have used sodium hypochlorite at both water and wastewater treatment plants in the past two (2) years. The reference list shall list actual users at the water and wastewater plants and not purchasing agents. **This reference list shall be separate from the previously requested reference list.**

The Contractor shall provide qualified personnel under the Contract at all times, who are trained in safe handling practices of chemicals and shall be dressed in proper safety apparel as defined by MSDS.

GENERAL REQUIREMENTS

GENERAL

The City of Green Cove Springs desires to enter into an agreement for water and wastewater chemicals. The successful bidder shall deliver in accordance with the Special Instructions and Specifications of this bid package.

BID TERMS

Bidders are invited to submit prices, which shall be firm for one (1) year. This awarded bidder will be required to enter into a Professional Services Agreement; the agreement will be for one (1) year with the option to renew for four (4) additional one (1) year terms, if mutually agreeable by the City and the successful bidder. The City may award the bid according to what the City deems to be within their best interests.

BID AWARD

The City reserves the right to award bulk items (List B) separately from unit items (List A) as deemed in the best interest of the City. Bid award will be evaluated based on references provided and/or past experience and the lowest and most responsible bidder.

BID CANCELLATION

The Owner reserves the right to terminate the Contract if the Contractor fails to adequately perform as described herein and/or as agreed in the Contract and further fails to correct such failure within twenty-four (24) hours after being given written notice of such failure by the Owner. Such termination will be effective immediately upon presentation of written notification to the Contractor. The Owner shall not be obligated to pay for work not performed at the time of cancellation of the Contract. The Owner reserves the right to terminate all or any part of the Contract for any reason upon sixty (60) days written notice.

PRICING, TERMS AND PAYMENTS

The price of all chemicals listed shall be fixed for the term of the Professional Services Agreement and shall not be subject to any price escalation or fuel surcharges during the term. Suggested term is for one (1) year. All payments shall be NET 30 days.

BID EVALUATION

The bid evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, sample results and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Contractor's quality, safety record, reliability, and previous performance in awarding the contract for the product.

COMPLIANCE WITH LAWS, REGULATIONS & STANDARDS

Contractor shall comply with all applicable federal, state and local laws and all safety standards while in the presence of chemicals. The chemicals requested shall meet all AWWA specifications and conform to ANSI/NSF Standard 60.

MATERIAL SPECIFICATIONS

It is the responsibility of the Contractor to inform the City immediately after the supplier receives verbal or written notification that NSF or UL certification has been revoked or lapsed.

The City will periodically contact the NSF listing to ensure that companies are ANSI/NSF certified. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between the City and Contractor.

ACCEPTANCE OF SUPPLIES

The supplies delivered under this bid shall remain the property of the Contractor until the City physically inspects the supplies. The supplies must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the supplies provided to the City are found by the City in its sole and absolute discretion to be defective or non-conforming with the specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the supplies to the Contractor at the Contractor's expense.

F.O.B. POINT

All prices quoted by the bidder shall be F.O.B. destination with all costs and charges included in the bid price.

MATERIAL SAFETY DATA SHEET

In compliance with OSHA Standard 29 CFR, Hazard Communication 1910, any commodity delivered as a result of this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

- a. The chemical common names of toxic substance;
- b. The hazards or risks in the use of the toxic substances;
- c. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure/overexposure to the toxic substance
- d. The emergency procedure for spills, fire, disposal and first aid;
- e. A description (in lay terms) of the known specific potential health risks posed by the toxic substance;

The year and month (if available) the MSDS information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

PROPOSAL FORM

BID NO. Bid No. 03-17-02, Water & Wastewater Chemicals

City’s Designated Representative (regarding this Bid Package): Lauren Fitzgerald, Assistant Finance Director, at (904) 297-7500 ext. 3323 or lfitzgerald@greencovesprings.com.

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City of Green Cove Springs, and that the Bid is made without any connection or collusion with any person submitting another Bid for the requested item(s).

Bidder declares and accepts the responsibility for providing the City with all relevant documentation or information to afford the evaluation of their proposal. Further, Bidder understands and accepts that the City reserves the right to base its analysis and award recommendation solely upon the information provided by the Bidder at the time of the bid opening. Additional request for explanations or information shall not be made unless the City deems that such requirements are necessary to facilitate in the evaluation and/or selection of the lowest responsive and responsible bid.

Bidder declares that any deviations are explained on the sheet labeled “Clarifications and Exceptions” and is enclosed within this bid package.

BIDDER: _____

ADDRESS: _____

Bidder’s Representative (authorized to bind the Bidder and/or Business/Company to the terms, specifications, and proposed prices of the bid):

(Name) (Title) (Phone Number)

Bidder’s Signature: _____

ADDENDA

The Bidder hereby acknowledges receipt of Addenda No.

_____, _____, _____, _____, _____ pertaining to Bid No. **Bid No. 03-17-02, Water and Wastewater Chemicals.**

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THESE BID DOCUMENTS.

*REFER TO THE **SPECIAL INSTRUCTIONS** OF THE BIDDING DOCUMENTS TO VERIFY THE CORRECT METHOD TO COMPLETING THIS FORM.

WATER & WASTEWATER CHEMICALS		
BID No. 03-17-02		
CHEMICAL	Unit of Measure	Cost
Part A		
Granular Chlorine	100 lb drum	\$
Chlorine Tablets	55 lb drum	\$
TOTAL for Part A		\$
Part B (BULK ITEMS)		
Sodium Hypochlorite	per gallon *delivered in bulk	\$
Sodium Bisulfite	per gallon *delivered in bulk	\$
TOTAL for Part B		\$

POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

DEFINITIONS

1. **SMALL BUSINESS** – An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships. The one million dollar net worth requirement shall include both personal and business investments.
2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been verified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **MINORITY PERSONS**- "minority" is defined in Ch. 288.703, Florida Statutes as African American, Hispanic American, Asian American, Native American or American Woman.

ACTION PLAN

In that the City of Green Cove Springs will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the Housing and Urban Development Act of 1986, the Equal Opportunity Act, Executive Order 11246, and the City's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council establishes and implements the following steps to insure the deployment of affirmative action in expenditures for contractual services, commodities, and construction contracts.

1. To utilize the news media, Chamber of Commerce, State Department of General Services, local advertising services, citizen advisory boards, regional planning councils, listing by federal agencies, and other appropriate sources to identify small and minority business concerns for possible involvement with the City contracts.
2. To maintain and update the listing of small and minority businesses concerns and notify them of contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.). To determine that all steps in the action plan have been followed.
4. To establish or utilize an existing position to function and the Equal Opportunity Officer to coordinate the implementation of the Affirmative Action Plan with operators of City administered or City funded projects and programs.

POLICY RELATING TO THE EMPLOYMENT OF SMALL AND MINORITY BUSINESSES

It shall be the policy of the City of Green Cove Springs to require each department, agency, entity, or agent of the City to promote and assist small and minority businesses in gaining entry to do business with the City of Green Cove Springs. By assisting small and minority businesses, the City will help to expand and develop the small and minority business section in and around the City of Green Cove Springs.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause which requires:

1. To the greatest extent feasible; opportunities for training and employment are given to low income project area residents.
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area.
3. Certifying that parties to the contract are under no obligation which would prevent them from complying.
4. Insuring that the contractor will send labor organizations with which he has had a collective bargaining agreement, a notice stating his commitments under this section and post this notice in places available to employees.
5. Insuring that the contractor will include a "Section III Clause" in every subcontract, and
6. Insuring that the contractor will not subcontract with anyone that has previously violated Section III requirements.
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract.
8. Include Section III requirements in bid invitations and contract specifications.
9. Cooperate with secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors,
10. Submit to compliance reviews by HUD when necessary, and,
11. Permit HUD access to all required records, accounts, reports books, etc.

NON-BIDDER'S RESPONSE

Should for any reason the vendor/contractor receiving this Bid Invitation package decline to make a proposal please assist us by completing the information requested below and returning it to:

City of Green Cove Springs
Attn: Lauren Fitzgerald
321 Walnut Street
Green Cove Springs, FL 32043

Please be sure “**NO BID**” and **Bid No Bid No. 03-17-02, Water and Wastewater Chemicals**, clearly shown on the package of this Bid Invitation are clearly shown on the outside of the envelope.

We are not responding to this Bid Invitation for the following reason(s).

1. We do not provide the nature of products or services requested in this bid. _____

2. We are unable to meet the Specifications requested in the bid. _____

3. We are unable to comply with other terms of this Bid Invitation. _____

*Please provide details: _____

4. The bid was too restrictive. _____

5. The bid was not sufficiently clear. _____

Other comments: _____

Vendor/Contractor: _____

Address: _____

Phone: _____

**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 OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____
_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.)

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 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 or 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as described in paragraph 287.133(1)(a), Florida Statute, 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 entity 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 affiliate.
 - c. 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 provision 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.

d. 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, or agents who are active in the management of the entity, nor any 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, or agents who are active in the management of the 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, or agents who are active in the management of the 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 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 THOROUGH 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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

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

Personally know: _____ Title: _____

OR produced identification _____ Notary Public –State of _____

_____ My commission expires _____

(Type of identification)

Printed typed or stamped commissioned name of notary public

REFERENCES

The following are client/customer references for whom _____ (Bidder) has provided products and/or services within the past year similar to those requested in this Bid Invitation. The City of Green Cove Springs may contact the listed references to request such information as it may deem appropriate relative to our company's and its representatives services, professionalism, integrity, reputation, competency and charges. We encourage these references to use complete candor in providing such information to the City of Green Cove Springs to use in its evaluation of our proposal.

Client/Customer	Address	Phone No.	Contact Person
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Below are names, addresses, phone numbers and contact persons (if applicable) of professional or trade association (or similar organization) in which we are a member in good standing. The City of Green Cove Springs is encouraged to verify out status with the following.

Submitting Respondent

Signature

Date

TITLE: Water and Wastewater Chemicals
BID NO. 03-17-02

CLARIFICATIONS AND EXCEPTIONS

Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this bid unless deviations from them are clearly indicated on this form below. An authorized representative must sign the Clarifications and Exceptions Form. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

Vendor/Contractor Signature

Date

STANDARD ADDENDUM TO ALL CITY CONTRACTS AND AGREEMENTS

Any other provisions of the Contract or Agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said Contract or Agreement or not, and shall be deemed an integral part of said Contract or Agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the Contract or Agreement address a particular matter in a manner which results in a lower cost to the City than this Standard Addendum, then such provisions of the Contract or Agreement shall control and supersede the applicable provisions hereof (as used herein, the term “Contractor” means the vendor or other party in the Contract or Agreement providing construction, labor, materials, professional services, and/or equipment to the City thereunder; the term “City” means Green Cove Springs, a municipal corporation of the State of Florida, its City Council, or any other name or label set forth in the Contract or Agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up, but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor’s offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then “NONE” is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then “NONE” is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Contractor for his, her, or its reasonable expense incurred thereby provided prior written approval of the City Manager of the City or his or her designee is obtained.

