

CITY OF ST. AUGUSTINE**REQUEST FOR BIDS
(SERVICES)**

The City of St. Augustine ("City") requests that interested parties respond to the solicitation below by June 13, 2019. Bid packages may be obtained online from Onvia DemandStar at DemandStar.com [(800) 711-1712] or by contacting the City of St. Augustine by emailing or calling Vicki Wilder at vwilder@citystaug.com or 904-825-1010.

**BID NUMBER PW2020-02
PURCHASE AND DELIVERY OF CHEMICALS
FOR WATER AND WASTE WATER TREATMENT PLANTS**

The City of St. Augustine is seeking vendors for the purchase and delivery of chemicals used for the treatment of water and waste water.

Every request for written interpretation or correction must be received by JUNE 5, 2019

BIDS ARE DUE NOT LATER THAN 2:00 P.M. EDT ON JUNE 13, 2019

BIDS WILL BE PUBLICLY OPENED AT 2:15 P.M. EDT ON JUNE 13, 2019

Contents

INSTRUCTIONS TO RESPONDENTS	3
1. DEFINITIONS	3
2. PROCUREMENT MANAGER	3
3. WHERE TO DELIVER BID	3
4. BID DUE DATE	3
5. BID OPENING	3
6. PREPARATION AND ORGANIZATION OF BID DOCUMENTS	4
7. INQUIRIES AND ADDENDA	4
8. MINIMUM QUALIFICATIONS	5
9. BID GUARANTY	5
10. SUBCONTRACTS	5
11. SIGNATURE AND CERTIFICATION REQUIREMENTS	6
12. LOCAL BUSINESS PURCHASING	6
13. DISQUALIFICATION OF RESPONDENTS	8
14. LOBBYING	9
15. REJECTION OF BIDS	9
16. WITHDRAWAL OF BIDS	9
17. AWARDING THE AGREEMENT	9
18. EXECUTION OF AGREEMENT	10
19. DIVERSITY	10
20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS	10
21. FLORIDA SALES TAX	11
22. NOTICES AND SERVICES THEREOF	11
23. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES	11
24. PROTEST PROCEDURES	11
FORMS	13
BID FORM	13
COST SCHEDULE	14
CERTIFICATE AS TO CORPORATION	15
AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL	
CONFORMANCE WITH SPECIFICATIONS	16
QUALIFICATIONS — GENERAL	17
QUALIFICATIONS — SIMILAR PROJECTS	18
QUALIFICATIONS — REFERENCES	19
DRUG-FREE WORKPLACE FORM	20
NO RESPONSE FORM	21
PRICE AGREEMENT	22

INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document or purchase order (“Agreement”) that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the City, the bid submitted by Respondent, and all required certifications and affidavits.

2. PROCUREMENT MANAGER

All inquiries related to this solicitation should be directed to the Procurement Manager:

Sharon Whitener, CPPO
 Phone: 904-209-4305
 Fax: 904-825-1051
 Email: swhitener@citystaug.com

3. WHERE TO DELIVER BID

All bids must be submitted in sealed envelopes with the bid number and bid opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering to:

City of St. Augustine
 Request for Bids
 Attention: Office of the City Manager
 75 King Street, 4th Floor, Lobby A
 St. Augustine, Florida 32084

Please note that the United States Postal Service does not deliver regular mail or express mail to the above physical address. The City’s experience is that Federal Express and United Parcel Service will. Respondents should allow sufficient time for delivery to either address.

4. BID DUE DATE

Bids are due by 2:00 p.m. EDT on June 13, 2019.

5. BID OPENING

Respondents or their authorized agents are invited to attend the bid opening. The bids will be opened and read at the following time and place:

2:15 p.m. EDT on June 13, 2019
 City of St. Augustine
 75 King Street
 Lobby D, 4th Floor
 General Services Conference Room
 St. Augustine, Florida 32084

The Florida Public Records Act, Section 119.071(1)(b), F.S., exempts sealed bids from inspection, examination, and duplication until such time as the City issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to Section 120.57(3)(a), F.S., or within 30 days after the bid opening, or final replies, whichever comes first. This exemption is not waived by the public opening of the bids.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the bid is a trade secret as defined in Section 812.081, F.S., and exempt from disclosure pursuant to Section 815.04, F.S., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The City reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

6. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:

- a. Bid Form.
- b. Cost Schedule.
- c. Certificate as to Corporation.
- d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications.
- e. Qualifications (General, Similar Projects, and References).
- f. Drug-Free Workplace Form (not required unless there is a tie bid).

Respondents must submit the original and one copy of their bid package in the form and manner specified below. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid item or the entire work described in the Agreement (the "Work") in figures as indicated by the spaces provided. In the event you decline to submit a bid, the City requests submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a bid.

Respondents should review the form contract provided and seek private legal counsel should they have any questions or concerns. **BY SUBMITTING A BID PACKAGE, RESPONDENTS ACKNOWLEDGE THAT THE CITY'S STANDARD CONTRACT FORM WILL BE USED. ANY DELAYS CAUSED DUE TO RESPONDENT'S FAILURE TO ACCEPT THE TERMS OF THE STANDARD CONTRACT FORM AFTER THE SUCCESSFUL BID HAS BEEN AWARDED MAY RESULT IN REJECTION OF THE BID.**

7. INQUIRIES AND ADDENDA

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents or to correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the interpretation or correction must be given by the Procurement Manager and must be in writing. The Procurement Manager may orally explain the City's bidding procedures and assist bidders in referring to any applicable provision in the bid documents, but the bidder is ultimately responsible for submitting the bid in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to opening of bids in order to be considered (06/05/2019). Requests may be submitted by e-mail at swhitener@citystaug.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the opening of bids (06/07/2019).

Submission of a bid constitutes acknowledgment of receipt of all addenda. Bids will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the bid, as submitted. All addenda become part of the Agreement.

8. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification” forms (GENERAL, SIMILAR PROJECTS, and REFERENCES) provided in the bid documents to document the minimum qualifications listed below. Failure to include these forms with the bid may be considered non-responsive.

- a. Respondent must have fill rate of at least two (2) On-time-and-Complete (OTC) deliveries of similar commodities in the past three (3) years. Each commodity sale must have an annual value of at least the approximate annual usage of each chemical identified on the Cost Schedule on Page 14.
- b. Respondent must demonstrate at least three (3) years of experience on projects of the nature specified above. One similar project listed in response to sub-paragraph (a) must have been completed prior to June 2016.
- c. Respondent must provide three letters of reference. At least one reference must arise out of the similar projects listed in response to sub-paragraph (a) above. No more than one reference may arise out of a project completed for the City of St. Augustine.

Irrespective of the minimum qualifications stated above, the City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The City reserves the right to reject any bid if the evidence submitted by such Respondent and/or the City’s independent investigation of such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the City within the time period specified.

9. BID GUARANTY

For the purposes of this bid, a bid guaranty is not required.

10. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding 15% of the Total Bid Cost on the attached “Proposed Subcontractors” form. Respondent must submit with its bid a list of all known subcontractors who will be paid more than 15% of the Total Bid Cost. Acceptance of the bid does not constitute approval of the subcontractors identified with the bid.

11. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a bid must sign his/her name on same and state his/her address and the name and address of every other person interested in the bid as principal. If a firm or partnership submits the bid, state the name and address of each member of the firm or partnership. If a corporation submits the bid, an authorized officer or agent must sign the bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the bid or in substantial performance of the Work have been identified in the bid forms.

12. LOCAL BUSINESS PURCHASING

I. Policy Statement

The City Commission hereby adopts a Local Business Purchasing Preference Policy as set forth herein.

II. Definitions

- A. *Construction services* means all labor, services and materials provided in connection with the construction, alteration, repair, demolition, reconstruction or any other improvements to a City facility or real property.
- B. *General services* means support services performed by an independent contractor requiring specialized knowledge, experience or expertise that includes, but is not limited to, pest control, janitorial services, laundry services, catering services, security services, lawn maintenance services and maintenance of equipment.
- C. *Goods* means, but is not limited to, supplies, equipment, materials and printed matter.
- D. *Local business* means the vendor holds a valid business tax receipt issued by the City of St. Augustine or St. Johns County issued at least one (1) year prior to bid or proposal submittal and uses a business address physically located within the territorial limits of St. Johns County in an area zoned for the conduct of such business, from which the vendor operates a business or performs business services on a day-to-day basis, provided that a substantial component of the goods or services being offered go to the City of St. Augustine. Firms which provide goods or services which are exempt from City of St. Augustine and St. Johns County business tax receipt requirements shall be required to submit documentation satisfactory to the City demonstrating the physical business presence of the firm within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide, prior to recommendation for award, a copy of the current and valid business tax receipt issued at least one (1) year prior to bid or proposal submission or copies of other documentation demonstrating the physical business presence of the

vendor within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission.

- E. *Principal place of business* means the “nerve center,” the place where the bidder or the bidder’s corporate officers direct, control and coordinate the activities of the bidder. If the bidder operates only one (1) business location, such business location shall be considered its Principal Place of Business.
- F. *Professional services* means advice, instruction or specialized work from an individual, firm or corporation specifically qualified in a particular area. “Professional services,” for the purposes of this definition, shall not mean those services procured pursuant to Section 287.055, Florida Statutes.

III. Local Preference Procedure

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods, general services, construction services or professional services under the City’s procurement policy shall give preference to local businesses in the following manner:

- A. In purchasing of, or letting of contracts for procurement of goods, materials, general services, professional services or for construction of improvements to real property or existing structures for projects estimated not to exceed \$250,000, in which pricing is the major consideration, the City may give a preference to local businesses in making such purchase or awarding such contract as follows:

Request for Bids:

- 1) If the low responsive and responsible bidder is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses submitting a price within up to five percent (5%) of the low bid shall have an opportunity to submit a best and final bid equal to or lower than the low bid and which matches the terms and conditions of the low bid.
- 2) The award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid.
- 3) All best and final bids shall be received within five (5) business days following receipt of written notification of rebid opportunity by the City.

Request for Proposals:

- 1) If the highest ranked, responsive and responsible proposer is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses receiving a final ranking within up to five percent (5%) of the highest ranked proposer shall have an opportunity to submit a best and final proposal, which meets all the requirements of the solicitation, for evaluation.
- 2) The award, if any, shall be made to the responsive and responsible proposer receiving the highest ranking.

3) All best and final proposals shall be received within five (5) business days following receipt of written notification of resubmittal opportunity by the City.

B) Ties in the best and final bid or proposal shall be resolved in the following order: Local Business, other business. If a tie still exists, then the tie may be broken using the tie breaker criteria in the solicitation documents.

IV. Waiver

The application of local preference to a particular purchase, contract or category of contracts may be waived upon written recommendation of the Director of General Services and approval of the City Manager or his/her designee.

V. Other Preferences

The preferences established herein in no way prohibit the right of the City of St. Augustine to compare quality of materials proposed for purchase and to compare qualifications, past performance, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the City of St. Augustine from giving any other preference permitted by law instead of the preference authorized herein.

VI. Exemption of Certain Contracts

Co-operative purchases shall be exempt unless all participants in the co-operative purchase agree to apply this local preference resolution. In addition, particular categories of contracts may be exempted from application of local preference upon determination by the City Manager that such exemption serves the best interest of the City.

13. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the bid:

- a. Submission of more than one bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names.
- b. Evidence of collusion among Respondents.
- c. Submission of materially false information with the bid.
- d. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work.
- e. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the City, may hinder or prevent the prompt completion of the Work if awarded to Respondent.
- f. Failure of Respondent to adequately perform on any existing contract with the City.
- g. Default of Respondent on a previous contract with the City.
- h. Failure the evidence submitted by Respondent, or the City's investigation of Respondent, to satisfy the City that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the City and within the time period specified.

- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the City's objectives for the Work.

14. LOBBYING

Respondents shall not contact, lobby or otherwise communicate with any City of St. Augustine employee, including any member of the City Commission, other than the above referenced individual from the point of advertisement of the solicitation until contract(s) are executed by all parties, per City of St. Augustine Procurement Policies and Procedures Manual, Section II, Page 71, "Procedures Concerning Lobbying". According to City policy, any such communication shall disqualify the vendor, contractor or consultant from responding to the subject Request for Bids, Request for Proposals, Invitation to Negotiate, or Request for Qualifications. The City reserves the right to accept or reject any/all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of the City. The City also reserves the right to award the base bid and any alternates bids in any combination that best serves the needs of the City.

15. REJECTION OF BIDS

Bids must be delivered to the specified location and received before the bid opening in order to be considered. Untimely bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids, or other material irregularities. The City may consider incomplete any bid not prepared and submitted in accordance with the provisions specified herein and reserves the right to waive any minor deviations or irregularities in an otherwise valid bid.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION THAT IT IS NOT IN BEST INTEREST OF THE CITY TO AWARD THE AGREEMENT.

16. WITHDRAWAL OF BIDS

Respondent may withdraw its bid if it submits such a written request to the City prior to the designated date and hour of bid opening. Respondent may be permitted to withdraw its bid no later than 72 hours after the bid opening for good cause, as determined by the City in its sole judgment and discretion.

17. AWARDING THE AGREEMENT

The Bid will be awarded to the responsive, responsible Respondent(s) submitting the lowest per unit price. The City reserves the right to make award(s) by individual commodities, on an item by item basis, and to issue multiple awards based on any combination of the commodities listed on the Cost Schedule.

The Bid may be awarded to multiple responsive, responsible Respondents, being the Respondents with the lowest Unit Price who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the City's acceptance of any alternatives listed in the bid that the City deems in its best interest.

If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with Section 287.087, F.S., *via* the Drug-Free Workplace Form or (2) by lot.

The City reserves the right to award the Agreement to the next lowest available bidder in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.

All Respondents will be notified of the City's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under Section 120.57(3), F.S., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

18. EXECUTION OF AGREEMENT

Submittal of a bid binds the Successful Respondent to provide the commodities that are the subject of this solicitation upon acceptance of the bid and Purchase Order by the City.

Unless all bids are rejected, a Purchase Order will be provided to the Successful Respondent upon receipt of the following:

- a. A completed Internal Revenue Service Form W-9.
- b. Satisfactory evidence of all required insurance coverage.
- c. All other information and documentation required by the Agreement.

The City will not execute the Purchase Order until the documents described above have been delivered to the City.

19. DIVERSITY

The City is committed to the opportunity for diversity in the award and performance of all procurement activities. The City encourages its Prime Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE, DBE and SBE) are given the opportunity for maximum participation as second and lower tier participants. The City will assist Respondents by sharing information on W/MBEs to encourage their participation.

20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with Sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list 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, proposals, 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 in excess of the threshold amount provided in Section 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

21. FLORIDA SALES TAX

The City is exempt from payment of State of Florida sales tax pursuant to Section 212.08(6), F.S. Any tangible personal property that is the subject of this Request for Bids is intended to remain tangible personal property and not become part of a public work owned by the City.

22. NOTICES AND SERVICES THEREOF

The City will publish notice of specifications and criteria, including addenda, intended agency decisions or other matters pertinent to this solicitation on Onvia DemandStar at *Demandstar.com*.

Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Bid Protest commences at the time notices are deemed received.

As a courtesy to Respondents, the City may send copies of the notices of intended agency decisions *via* e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

23. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Respondent may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include State of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special Districts, and other local public agencies or authorities. References to the City of St. Augustine in the Agreement will be replaced with the purchasing entity and the City will not be a party to any other governmental entity's agreement to purchase. Nor will the City be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

24. PROTEST PROCEDURES

A. Who May File A Protest:

Any Respondent who is aggrieved in connection with a solicitation or award of bid or contract may file a protest with the Director of General Services. Protests relating to cancellation of request to bid and protests relating to the rejection of all bids are not permitted.

B. Time for Filing:

A Respondent must file a protest within three business days after such aggrieved person knew or should have known of the facts giving rise to the protest, provided the bid award or contract has not been approved by the City Commission or the contract has not been fully executed if City Commission approval is not necessary. A protest is deemed filed when received by the Director of General Services.

C. Form of Protest:

A protest must be written and filed with the Director of General Services, Post Office Box 210, St. Augustine, FL 32085-0210. A protest must state all grounds upon which the protesting party

asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.

D. Procedures:

- 1) Any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this solicitation, must file a Notice of Protest within three (3) business days after receipt of this solicitation. The protester must also file with the Director of General Services a Formal Written Protest within 10 days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
- 2) No additional time shall be added for mailing. All filings shall be received by the Director of General Services at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085 within the prescribed time periods. The City shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.
- 3) Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within three (3) business days after receipt of the decision or intended decision. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
- 4) No additional time shall be added for mailing. All filings shall be addressed to and received by the Director of General Services at City Hall in St. Augustine, Florida within the prescribed time periods. Failure to file a protest within the time prescribed the protest procedures shall constitute a waiver of protest proceedings.

FORMS**BID FORM****(This form to be included in bid submittal)****RESPONDENT:**

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entity(ies) interested in this bid as principal(s), or as persons or entities who are not principals of the Respondent but that are substantially involved in supplying the commodities, is or are named herein and that no person or entity other than herein identified has any interest in this bid; that this bid is made without connection with any other person, company, or parties making a bid; and that this bid is in all respects fair and made in good faith without collusion or fraud.

Respondent represents to the City that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Bid documents relative thereto; it has read all of the addenda furnished prior to the bid opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the commodities to be supplied.

Respondent agrees that if its bid is accepted, Respondent shall contract with the City in the form of a Purchase Order, shall furnish everything necessary to supply the commodities covered by this Bid and in accordance with the time for completion specified on the Purchase Order, and shall furnish the required evidence of the specified insurance.

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Acknowledgment is hereby made of receipt of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Respondent's name: _____

Name of Authorized Representative, if applicable:

Signature: _____

Date: _____

COST SCHEDULE
(This form to be included in bid submittal)

Bid is due by 2:00 p.m. EDT on June 13, 2019. Bid to be opened at 2:15 p.m. EDT on June 13, 2019.

Respondent agrees to provide all labor, materials, supplies and equipment to provide the items identified in the Scope of Work/Specifications.

The City retains the right to increase or decrease the quantities estimated below. The City reserves the right to award all or part of the bid.

The City of St. Augustine reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids on the required materials or services. The City also reserves the right to award the contract to the Respondent whose bid is deemed by the City to most advance the public interest.

RESPONDENTS ARE INVITED, BUT NOT REQUIRED, TO BID ON ANY OR ALL CHEMICALS. One contract will be awarded for each chemical or combination of chemicals. Should the Successful Respondent be unable at any time to accomplish the Work, the Respondent submitting the second lowest bid for the same chemical may be contacted to provide the required chemical. Costs must include, but not be limited to, equipment, labor, supervision, and incidentals necessary to complete all activities for the delivery of the chemicals.

Chemical	Approximate Annual Usage	Unit Cost
Anhydrous Ammonia	3,500 lbs.	\$_____ /per pound
Sodium Hydroxide	625 wet tons	\$_____ /per wet ton
Sodium Hypochlorite	5,000 gallons	\$_____ / per gallon
Sulfuric Acid	4,500 gallons	\$_____ / per gallon
Clarifloc SE	23,000 lbs. (10 totes @ 2,300 lbs/per tote)	\$_____ / per pound
TOTAL		\$_____

I HEREBY ACKNOWLEDGE, as Respondent or Respondent's authorized representative that I have fully read and understand all terms and conditions as set forth in this bid and that upon award of such bid, shall fully comply with such terms and conditions.

Date

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

Typed name and title

Fax number

CERTIFICATE AS TO CORPORATION

**(This form must be completed and included in bid submittal
or the Bid will be determined to be Non-Responsive)**

The below Corporation is organized under the laws of the State of _____, is authorized by law to respond to this Request for Bids and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the State of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing bid as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project and provide the same information requested above on a photocopy of this form.

If applicable, attach a copy of a certificate to do business in the State of Florida, or a copy of the application that has been accepted by the State of Florida to do business in the State of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

**AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL
CONFORMANCE WITH SPECIFICATIONS**

**(This form must be completed and included in bid submittal
or the Bid will be determined to be Non-Responsive)**

STATE OF _____

COUNTY OF _____

I, the undersigned, _____, being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:
_____,
the Respondent that has submitted the attached bid or proposal.
2. The attached bid or proposal is genuine, true and correct. It is not a collusive or sham bid or proposal.
3. I am fully informed regarding the preparation and contents of and am fully knowledgeable of all pertinent circumstances regarding the attached bid or proposal.
4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham bid or proposal in connection with the Agreement for which the attached bid or proposal has been submitted; to refrain from bidding in connection with such Agreement; in any manner, directly or indirectly, to seek by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached bid or proposal or the bid or proposal of any other Respondent or proposer; to fix any overhead, profit, or cost element of the attached bid prices or the bid price of any other Respondent or proposer; or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any other person interested in the proposed Agreement.
5. The price(s) quoted in the attached bid or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the City, whose salary or compensation is payable in whole or in part by the City, is directly or indirectly interested in this bid or proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications in the Agreement, and the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the City.

Signature: _____

Title: _____

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

Notary Public, State of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

**(This form must be completed and included in bid submittal
or the Bid will be determined to be Non-Responsive)**

As part of the bid, Respondent shall complete the following form in order for the City to determine Respondent's ability, experience, and resources for performing the Work.

Name of Respondent: _____

Respondent's tax identification No.: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name:

Total number of years Respondent has experience in similar work described in item 8 of the Instructions to Respondents: _____

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this bid. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

QUALIFICATIONS — REFERENCES
(This form must be completed and included in bid submittal
or the Bid will be determined to be Non-Responsive)

Respondent shall provide three (3) references AND three (3) letters of reference, which at least one shall include the similar Commodity sales listed above. No more than one reference shall be from the City.

Respondent shall include a letter from three (3) references attesting to the Respondent's abilities as it relates to the Scope of Work in the Bid.

Reference No. 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Reference No. 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Reference No. 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

DRUG-FREE WORKPLACE FORM

The Respondent, (business name) _____, in accordance with Section 287.087, F.S., hereby certifies that Respondent satisfies the following requirements:

1. Publishes 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. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the 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, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are under bid a copy of the statement specified in paragraph 1, above.
4. Informs 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
5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

By: _____

Title _____

Date: _____

NO RESPONSE FORM

CITY OF ST. AUGUSTINE

BID NUMBER PW2020-02
 PURCHASE AND DELIVERY OF CHEMICALS
 FOR THE WATER AND WASTE WATER TREATMENT PLANTS

Your reasons for not responding to this Request for Bids are valuable to the City of St. Augustine's procurement process. Please complete this form and return it to the Division of Purchasing no later than the date set for receipt of bids. Thank you for your cooperation.

Please check (as applicable):

- _____ Specifications too "general" (explain below)
- _____ Insufficient time to respond to the Request for Bids
- _____ Do not provide this type of work for this project
- _____ Schedule would not permit us to perform
- _____ Unable to meet bid specifications
- _____ Specifications unclear (explain below)
- _____ Disagree with solicitation or Agreement terms and conditions (explain below)
- _____ Other (specify below)

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE _____

TYPED NAME AND TITLE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

**PRICE AGREEMENT
AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE (CITY) AND
XXXX FOR THE PURCHASE AND DELIVERY OF CHEMICALS
FOR WATER AND WASTE WATER**

This AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (the “City”), whose mailing address is P.O. Box 210 St. Augustine, Florida 32085-0219 and VENDOR/CONTRACTOR , whose mailing address is xxxxx.

Vendor/Contractor responded to the City’s RFB # PW2020-02 on date, and was awarded the contract.

Accordingly, in addition to the attached Purchase Order Terms and Conditions, the City and Vendor/Contractor agree to the following:

- The Agreement shall be effective upon execution by both parties, commencing on October 1, 2019 date and shall expire on September 30, 2020. The Agreement may be renewed by mutual and written consent of each party for no more than a total of four (4) consecutive years.
- FUNDING CONTINGENCY. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Vendor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, “Fiscal Year” is defined as the period beginning on October 1 and ending on September 30.
- The City shall provide the specifications, receipt point location and details with each Purchase order. The City’s Purchase order shall identify the amount of product needed along with identification of any special delivery, schedule or other requirements. The City makes no guarantee as to the actual amount that will be purchased.
- The City’s Project Manager will determine the method best suited for issuing each order. Vendor guarantees the bid price as awarded in RFB #PW2020-02 through the term of the Agreement. The Vendor shall delivery to the City as specified within the City’s Purchase Order unless otherwise agreed to by City staff.
- Vendor must notify the City within ten (10) days of any action of lapse that results in Vendor no longer meeting the minimum qualification criteria in the solicitation.
- The City may terminate the Agreement without cause upon thirty (30) days written notice. In such event, Vendor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, the city may terminate the Agreement for cause on ten (10) days written notice and opportunity to cure in

the event of any material breach hereof. Upon termination, the City may take possession of and finish the Work by whatever method(s) the city deems expedient.

- COMPLIANCE WITH PUBLIC RECORDS ACT

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:

Telephone: (904) 825-1007
 Email: recordsrequest@citystaug.com
 Mailing Address: City of St. Augustine
 Darlene Galambos, City Clerk
 Public Records Custodian
 P.O. Box 210
 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City 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 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. 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.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of

the contract and shall seek such remedies for such default as provided in the contract or at law.

7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

****To be used for corporations**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE, FLORIDA,
A municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Corporate Secretary

(SEAL)

VENDOR:

By: _____

Printed Name: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

Exhibit A: Scope of Work/ Specifications
Exhibit B: Insurance Requirements

****To be used for LLC and Individual**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name: _____
City Clerk

By: _____

Printed Name: _____

(SEAL)_

Title: _____

Date: _____

VENDOR:

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Date: _____

Witness

Printed Name: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

Exhibit A: Scope of Work/ Specifications
Exhibit B: Insurance Requirements

GENERAL TERMS AND CONDITIONS FOR CITY OF ST. AUGUSTINE PURCHASE ORDERS

1. This purchase order (Order) constitutes a binding contract under the terms and conditions contained herein when accepted by Seller, either by written acknowledgement or by commencement of shipment. No changes may be made in this Order without the authorization of the City of St. Augustine (COSA).
2. All rights and obligations of the parties to this Order will be governed by the provisions of the Uniform Commercial Code – Article 2, Sales; Chapter 672, Florida Statutes.
3. Materials will be property packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by COSA. COSA reserves the right to cancel this Order, or any part thereof, without obligation, if delivery is not made on the time(s)/date(s) specified.
4. Goods purchased under these terms must be delivered and received by the COSA receiving section.
5. Seller shall coordinate with City's project manager. All deliveries shall be made during normal business hours. Seller will be responsible for off loading deliveries unless special arrangements are made with the City. Seller is responsible to properly and appropriately place materials, items or products on site in an area approved by the City and protected from weather, damages and theft after delivery to the City.
6. All delivery tickets must be signed by the City's authorized representative. Delivery tickets must clearly describe materials, items or products shipped and delivered to the site and indicate materials, items or products that are back ordered. Signed delivery tickets must be attached to the Seller's invoicing.
7. Any and all additional materials or extra charges not included in this Order must be approved by the City in writing prior to ordering, fabrication and shipment.
8. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. COSA may reject any goods which are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by COSA. Rejected goods will be returned to Seller at Seller's risk and expense. COSA has no further obligations with regard to rejected goods. In the absence of a separate agreement between the parties, full payment will be made within a reasonable time of delivery and inspection of goods. Invoices shall be provided to COSA within fifteen (15) days of delivery.
9. It is expressly agreed and understood that time is of the essence regarding this Order and the payment of the consideration herein expressed is executory and conditioned upon complete and timely performance by the Seller.
10. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, Seller will prepay shipping charges and include them on the invoice. C.O.D. shipments will be accepted and will be returned to Seller at Seller's risk and expense.
11. The sale price will be the lowest prevailing market price and under no circumstances higher than specified herein without the express authorization of COSA. Invoices shall be submitted in duplicate. Separate invoices are required for each Order.
12. In the event of a default or breach by the Seller, which results in a cost increase to COSA, COSA may procure articles or services from other sources and charge seller as liquidated damages any excess costs.
13. All materials, drawings or other items provided by COSA to Seller remain the property of COSA and will be returned to COSA upon demand. Unless otherwise agreed, all containers, reels or pallets shipped with goods by Seller remain the property of COSA.
14. The items covered by this Order will comply with all federal, state or local laws relative to same. Seller shall defend all actions or claims brought against COSA and hold and save COSA harmless from all losses, costs or damages related to actual or alleged infringement of letters of patent or copyrights, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods.
15. COSA is exempt from any sales, excise or federal transportation taxes and from the provisions of the Robinson Patman Act.
16. In accordance with Chapter 442, Florida Statutes, Seller will advise COSA if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.
17. Neither Seller nor COSA may assign any portion of this Order without the prior consent of the other.
18. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.
19. This Order shall be governed under the laws of the State of Florida. Venue for any legal proceeding arising out of the interpretation or enforcement of this Order shall lie exclusively in a court of competent jurisdiction in St. Johns County, Florida.
20. The parties acknowledge that the terms and conditions of this Order and the contract documents incorporated in same as identified in this Order constitute the entire agreement of the parties and that those terms and conditions supersede all prior and contemporaneous representations, agreements, quotes whether written or oral.

EXHIBIT A – SCOPE OF WORK/SPECIFICATIONS

City of St. Augustine
Type of Chemical: Anhydrous Ammonia
Quantity: approximately 3,500 lbs.

General Description of Services

- Acceptable Standard: Either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Ammonia will be delivered as (price per lb.).
- Delivery will be a thirty-five hundred (3,500) lbs. minimum load.
- Total anticipated Annual Volume (not guaranteed) is fourteen thousand (14,000) lbs.
- Vendor must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- Vendor's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- Vendors will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- Vendor must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- Vendor will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 A.M. and 5:00 P.M. Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Anhydrous Ammonia in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

The Vendor 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 observation of unloading operations and knowledgeable 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 Anhydrous Ammonia.

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the

transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Anhydrous Ammonia shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City approved, leak-free connection device between the trailer, and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Anhydrous Ammonia. 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 Vendor and deducted from the amount due to the Vendor. 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 Vendor or its sub-vendor, the Vendor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. The Vendor's drivers shall display its driver's license and whenever challenged by City during the delivery. In addition, Vendor shall supply the City a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within twenty-four (24) hours of any changes to its drivers. City shall use the CD to verify whether driver is actually an employee of the Vendor. Failure to show proper license or failure of driver to be listed on the CD provided to city shall result in rejection of delivery and could result in termination of the Vendor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

- **C.O.S.A. Water Treatment Plant. 254 West King Street, Street Augustine Florida, 32084.** City owns one (1) four thousand (4,000) lb. tank. Approximate delivery requirement is three thousand five hundred (3,500) lbs. every ninety (90) business days.

SCOPE OF WORK / SPECIFICATIONS

Sodium Hydroxide
Quantity: approximately 625 wet tons

- Acceptable Standard: 25% Grade Sodium Hydroxide (Caustic), either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Caustic will be delivered as liquid caustic (price per wet ton).
- Delivery will be a twenty-three (23) ton minimum load (four thousand three hundred (4,300) gallons).
- Total anticipated Annual Volume (not guaranteed) is six hundred twenty-five (625) tons (1,400,000 lbs.)
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sodium Hydroxide in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

The Vendor 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 observation of unloading operations and knowledgeable 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 Sodium Hydroxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor'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 Hydroxide shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sodium Hydroxide. 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 Vendor and deducted from the amount due to the Vendor. 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 Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. The Vendor's drivers shall display its driver's license and whenever challenged by City during the delivery. In addition, Vendor shall supply City a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within twenty-four (24) hours of any changes to its drivers. City shall use the CD to verify whether driver is actually an employee of the Vendor. Failure to show proper license or failure of driver to be listed on the CD provided to City shall result in rejection of delivery and could result in termination of the Vendor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to: City of St. Augustine Water Treatment Plant, 254 West King Street, St. Augustine Florida 32084. City owns one (1) six thousand five hundred (6,500) gallon storage tank. Approximate delivery requirement: Five thousand (5,000) gallons every ninety (90) business days.

SCOPE OF WORK / SPECIFICATIONS

Type of Chemical: Sodium Hypochlorite
Quantity: approximately 5,000 Gals.

General Description of Services

- Acceptable Standard: 12% Grade Sodium Hypochlorite (Bleach), either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Hypochlorite will be delivered as liquid Bleach (price per wet ton).
- Delivery will be a twenty-three (23) ton minimum load (four thousand three hundred (4,300 gallons)).
- Total anticipated Annual Volume (not guaranteed) is six hundred twenty-five (625) tons (1,400,000 lbs.)
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 A.M. and 5:00 P.M. Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sodium Hypochlorite in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

The Vendor 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 observation of unloading operations and knowledgeable 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 Sodium Hypochlorite.

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor'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 Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sodium Hypochlorite. 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 Vendor and deducted from the amount due to the Vendor. 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 Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. The Vendor's drivers shall display its driver's license and whenever challenged by City during the delivery. In addition, Vendor shall supply City a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within twenty-four (24) hours of any changes to its drivers. City shall use the CD to verify whether driver is actually an employee of the Vendor. Failure to show proper license or failure of driver to be listed on the CD provided to City shall result in rejection of delivery and could result in termination of the Vendor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

- **C.O.S.A. Water Treatment Plant. 254 West King Street, Street. Augustine Florida, 32084.** City owns two (2) six thousand five hundred (6,500) gallon tanks. Approximate delivery requirement ten thousand (10,000) gallons every seven (7) business days.

SCOPE OF WORK / SPECIFICATIONS

Type of Chemical: Sulfuric Acid
Quantity: approximately 4,500 Gals.

- Acceptable Standard: 95% Strength, either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Sulfuric Acid will be delivered as (price per wet ton).
- Delivery will be a twenty-three (23) ton minimum load (four thousand three hundred (4,300) gallons).
- Total anticipated Annual Volume (not guaranteed) is six hundred twenty-five (625) tons (1,400,000 lbs.)
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida 32084.

Delivery Requirements:

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sulfuric Acid in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

The Vendor 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 observation of unloading operations and knowledgeable 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 Sulfuric Acid.

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment. Sulfuric Acid shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sulfuric Acid. 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 Vendor and deducted from the amount due to the Vendor. 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 Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. The Vendor's drivers shall display its driver's license and whenever challenged by City during the delivery. In addition, Vendor shall supply City a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within twenty-four (24) hours of any changes to its drivers. City shall use the CD to verify whether driver is actually an employee of the Vendor. Failure to show proper license or failure of driver to be listed on the CD provided to City shall result in rejection of delivery and could result in termination of the Vendor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

- **C.O.S.A. Water Treatment Plant, 254 West King Street, Street Augustine Florida 32084.** City owns one (1) five thousand (5,000) gallon tank. Approximate delivery requirement four thousand five hundred (4,500) gallons every ninety (90) business days.

SCOPE OF WORK / SPECIFICATIONS

Dewatering Polymer
Quantity: Approximate 23,000 lbs.

- Acceptable Standard: Clarifloc SE-1022 Polymer solution or demonstrated equivalent.
- To be delivered in totes (2,300 lb.).
- Delivery will be a ten totes annually to be called in approximately every four (4) months.
- Total anticipated Annual Volume (not guaranteed) is 23,000 lbs.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible delivery to Wastewater Plant #1 501 Riberia Street using a drop gate trailer for offloading
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the Polymer solution provided.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Vendor shall make "normal" deliveries within three (3) days after receipt of order or notify Plant staff of delay and reason.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. The Vendor's drivers shall display its driver's license and whenever challenged by City during the delivery.

Delivery Location:

Delivery Location shall be to: City of St. Augustine Wastewater Treatment Plant #1, 501 Riberia Street, St. Augustine Florida 32084.

INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000

**If applicable, the following additional coverage may be required, depending upon the nature of the Work.

- (**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.
- (**) **Watercraft Liability.** \$300,000 for bodily injury and property damage.
- (**) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (**) **Professional Liability.** (Per claim) \$500,000 single limits.