



DATE: 6/22/2022

BID NUMBER: 22-C-268F

INVITATION TO BID

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as the CITY, will receive sealed Bids at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, for:

**SODIUM HEXAMETAPHOSPHATE**

Sealed Bids must be received and time stamped by the Purchasing Manager, either by mail or hand delivery, no later than 2:00 p.m. local time on **Wednesday, July 6, 2022**. A public opening will take place at or before 2:15 p.m. in the Everglades Room located at the Coral Springs City Hall, 9500 West Sample Road, Coral Springs, Florida 33065 on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

**\*NOTE TO BIDDERS:** The City is accepting Bid submittals electronically. Electronic Bid Submittals will be accepted through DemandStar.com or emailed to [bids@coralsprings.org](mailto:bids@coralsprings.org). Physically delivered Bid Submittal will also be accepted.

Any questions you may have regarding this project can be sent via email to [norcutt@coralsprings.org](mailto:norcutt@coralsprings.org). **All questions shall be received five (5) business days prior to the bid opening.** Questions received after the stated date and time will not be addressed.

The CITY reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Nicholas Orcutt, CPPB  
Purchasing Agent



**BIDDER CHECKLIST**

**Bid No. 22-C-268F**

**SODIUM HEXAMETAPHOSFATE**

All blanks on the proposed forms must be completed. Bidder is to return a complete set of all bid package forms as listed below. Failure to submit the required documents may result in your bid being considered non-responsive and thereby rejected.

- 1. Bidder’s acknowledgement (page 1) Yes \_\_\_ No \_\_\_
- 2. Bid Form & Bidder’s Certification Yes \_\_\_ No \_\_\_
- 3. Certified Resolution Yes \_\_\_ No \_\_\_
- 4. Non-Collusive affidavit Yes \_\_\_ No \_\_\_
- 5. Bidder’s Foreign (non-Florida) Corp Yes \_\_\_ No \_\_\_
- 6. Bidder’s Qualification statement Yes \_\_\_ No \_\_\_
- 7. Drug Free Workplace Yes \_\_\_ No \_\_\_
- 8. References Form Yes \_\_\_ No \_\_\_
- 9. Bidder’s Questionnaire Yes \_\_\_ No \_\_\_
- 10. Certification Pursuant to Florida Statue 287.135 Yes \_\_\_ No \_\_\_
- 11. Addendum (if any issued) Yes \_\_\_ No \_\_\_
- 12. Proof of ability to obtain insurance Yes \_\_\_ No \_\_\_
- 13. E- Verify Registration Certification Yes \_\_\_ No \_\_\_
- 14. Name of individual submitting bid: \_\_\_\_\_

Email address: \_\_\_\_\_ Ph: \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
CORAL SPRINGS CITY HALL
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

corporation, firm or person submitting a Bid for the same commodities/services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

BID TITLE: Sodium Hexametaphosphate

INSTRUCTIONS TO BIDDERS:

BID NO.: 22-C-268F

1. DEFINED TERMS

BIDS WILL BE OPENED 2:00 P.M. (EST), July 6, 2022 and may not be withdrawn during the ninety (90) calendar days following such date and time.

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

PURCHASING AGENT (NAME & TELEPHONE NO.): Yasmin Teja 954-344-1102

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

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CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE:

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

ADDRESS:

PHONE NO: ( ) FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER:

I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any

### 3. QUALIFICATIONS OF BIDDERS

- 3.1 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed responsible or unreliable by the CITY.
- 3.2 As part of the Bid evaluation process, CITY may conduct a background investigation including a record check by the Coral Springs Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. CITY shall be the sole judge in determining Bidder's qualifications.

### 4. EXAMINATION OF BID DOCUMENTS

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify CITY's Purchasing Division of all conflicts, errors and discrepancies in the Bid Documents.
- 4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

### 5. SPECIFICATIONS

- 5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not

intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the CITY. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

### 6. INTERPRETATIONS AND ADDENDA

- 6.1 To ensure fair consideration for all Bidders, CITY prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.
- 6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued in the form of written addenda, e-mailed to all parties recorded by CITY'S Purchasing Division as having received the Bid documents. The issuance of a written addendum by the Purchasing Division shall be the only official method whereby such an interpretation or clarification will be made.

### 7. PRICES BID

- 7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to CITY shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.
- 7.5 Bidder warrants by virtue of bidding that prices, terms, and conditions in the Bid will be firm for

acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the CITY.

7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designed location within the City of Coral Springs.

#### 8. OCCUPATIONAL HEALTH & SAFETY

8.1 Bidder shall comply with all State and federal standards and requirements regarding the transport, use, installation, disposal, generation, and/or delivery of any toxic substance as defined therein.

#### 9. SUBMISSION OF BIDS

9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR (PROJECT TITLE) THE CITY OF CORAL SPRINGS, FLORIDA, OPEN....(insert date given in Invitation to Bid) and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Division for the premature opening of a Bid not properly addressed and identified.

9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.

9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of the City and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the CITY.

9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

#### 10 BID FORMS

10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.

10.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

10.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

#### 11 MODIFICATION AND WITHDRAWAL OF BIDS

11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

#### 12. REJECTION OF BIDS

12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

12.2 CITY reserves the right to reject the Bid of any Bidder if CITY believes that it would not be in the best interest of CITY to make an award to that Bidder, whether because the Bid is not responsive,

or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

### 13. OPENING OF BIDS

13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

### 14. BIDS TO REMAIN OPEN

14.1 All bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but CITY may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the CITY, the Successful Bidder and the surety, if any, for the Successful Bidder.

### 15. AWARD OF CONTRACT

15.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY and not necessarily to the lowest Bidder.

15.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the

Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.

(d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.

(e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.

(f) Price.

15.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next lowest Bidder who is responsible and responsive in the opinion of the CITY.

### 16. OPEN-END CONTRACT

16.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison purposes only. The CITY reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.

16.2 **ORDERING:** The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the CITY reserves the right to obtain such delivery from others without penalty or prejudice to the CITY or to the Bidder.

16.3 **CONTRACT PERIOD:** The initial Contract period shall start with the expiration date of the previous Contract or date of award, whichever is latest, and shall terminate one(1) years from that date. The CITY may renew this Contract for two (2) two (2) year periods subject to Bidder acceptance, satisfactory performance, and determination that renewal will be in the best interest of the CITY. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.

### 17. INSURANCE

17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the CITY as determined by the CITY's Risk Management Coordinator. The Successful Bidder shall be required to provide proper proof of issuance to the Purchasing Division prior to award.

No award will be recommended until a written determination is made by CITY's Risk Management Coordinator that the proof of insurance submitted by the Bidder is acceptable from a Risk Management perspective. Further modification of the requirements may be made at the sole discretion of the CITY if circumstances warrant.

- (e) Qualification Statement, if required by the Special Conditions.
- (f) Bid Security, if required by the Special Conditions.
- (g) Certificate(s) of Insurance, if required by the Special Conditions.
- (h) Certification of Non-Segregated Facilities, if required by the Special Conditions.

18. TAXES

- 18.1 The Successful Bidder shall pay all applicable sales, consumer use, and other similar taxes required by law.

19. AUDIT RIGHTS

- 19.1 The CITY reserves the right to audit the records of the Successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the CITY. If required by the CITY, the Successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the CITY. The Successful Bidder shall allow the CITY to inspect, examine and review the records of the Successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

20. CONFLICT OF INTEREST

- 20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the CITY or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

21. NON-COLLUSIVE AFFIDAVIT

- 21.1 Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

- 22.1 The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:

- (a) Bidder acknowledgement.
- (b) Bid Form.
- (c) Non-Collusive Affidavit.
- (d) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.

## INSTRUCTIONS TO BIDDERS

### Bid No. 22-C-268F - Sodium Hexametaphosphate

#### 1. QUALIFICATIONS OF BIDDERS

- 1.1 Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid may constitute grounds for rejection of the Bid.
- 1.2 The CITY reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Agreement.
- 1.3 CITY reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify CITY immediately of notice of any citation or violation that Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

#### 2. SAFETY

- 2.1 The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- 2.2 The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
  - (a) All employees on the work site and all other persons who may be affected thereby.
  - (b) The work and all materials and equipment incorporated therein.



- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

## 2.3 WARRANTIES

The successful bidder shall fully warranty all material furnished against defect in materials for a period of one (1) year from date of acceptance by the City of Coral Springs. Should any defect in materials, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City of Coral Springs, immediately upon written notice from the City's Project Manager.

## 2.4 PERMITS, FEES AND NOTICES

- A. The Successful Bidder shall secure and be responsible to pay for any and all permits and licenses that may be required for the proper execution and completion of the work. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Agent without delay.
- B. The Successful bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.
- C. The Successful bidder shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the Coral Springs Building Division, and be displayed on the job site prior to the first inspection.

## 2.5 CLEANING UP

The Successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the CITY.

## 2.6 DEFAULT

In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the CITY shall give the Successful Bidder written notice by certified mail of the default and that such

default shall be corrected or actions taken to correct such default shall be commenced within five (5) calendar days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

## 2.7 TERMINATION FOR CONVENIENCE OF CITY

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the Successful Bidder, the CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the agreement is terminated for the convenience of the CITY the notice of termination to the Successful Bidder must state that the contract is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of the work.

## 2.8 ASSIGNMENT

The Successful Bidder shall not assign or transfer its rights, title or interests in the Agreement nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without CITY's prior written approval.

## 2.9 APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith. thecity is providing the following list of references for the convenience of the bidder. These requirements may apply under the appropriate circumstance. Inclusion herein does not constitute any waiver by the CITY or any admission or agreement that these laws, orders or rules actually apply to this project. Moreover, the list is not intended to be inclusive and omission shall not be a

defense for a Bidder's, Contractor's or Sub-contractor's failure to comply with applicable laws, ordinances, rules, codes or regulations:

1. Non-Segregated Facilities: The Successful Bidder and each sub-contractor shall comply with the Certification of Non-Segregated Facilities supplied in the Bid Documents and this Certification shall be a part of the Bid Documents. By submission of a bid, the bidder and all sub-contractors certifies that Bidder has become familiar with the certification and that he will comply with the requirements set forth in the Certification.
2. Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, the Successful Bidder agrees as follows:
  - (a) The Successful Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Successful Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading; demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - (b) In the event of the Successful Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part without liability to CITY.

### 3. INDEMNIFICATION

- 3.1 GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to Successful Bidders for the work of the Contract shall constitute specific consideration to Successful Bidder for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, Successful Bidder shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations

of the Successful Bidder or his Subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the contract.

- 3.2 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Bidder agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.
- 3.3 Successful Bidder shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 3.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

#### 4. INSURANCE

- 4.1 Bidders must submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.
- 4.2 **AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.
- 4.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance that must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of Two Hundred Thousand and xx/100 dollars (\$200,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(c) Comprehensive General Liability with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

4.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ - A+

4.5 The Successful Bidder shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for

employers and public liability insurance which may not be less than \$1,000,000 Dollars for each category), and the Successful Bidder shall provide verification thereof to CITY upon request of CITY.

- 4.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 4.7 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 4.8 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.
- 4.9 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 4.10 The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.
- 4.11 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

## 5. BID FORM

This Bid Form, together with the Invitation to Bid, the Instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by the City of Coral Springs, an authorized officer of the City shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to the execution of this Bid Form, and any Purchase Order issued by the City after execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all.

6. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7. AWARD OF CONTRACT

- 7.1 If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY, and not necessarily to the lowest Bidder.
- 7.2 Criteria utilized by CITY for determining the most responsible and responsive Bidder includes, but is not limited to the following:
- (a) Ability of Bidder to meet published specifications.
  - (b) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
  - (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
  - (d) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
  - (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the goods or services.
  - (f) Price.

8. CONTRACT PERIOD AND RENEWAL

The initial term of this contract will be one (1) year with an option to renew for five (5) additional one (1) year time periods for a cumulative total of six (6) years, using the same terms, conditions, and pricing of the original agreements provided that funds are available and appropriated by City's Commission. For the purpose of re-bidding, the contract may be extended at the City's option for a defined period of time, not to exceed 6 months. Option for extension will only be exercised upon mutual written agreement and with all term conditions and unit prices adhered to with no deviations.

9. CONTRACT ADJUSTMENTS

Costs for any renewal term shall be subject to adjustment only if increases occur in the industry. Such increases shall not exceed 5% or, whichever is greater, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the City shall receive, from the Contractor, a reduction in costs, in accordance with the terms and conditions for adjustments detailed above.

10. ESCALATION CLAUSE (CONTRACT YEAR 1)

The City of Coral Springs acknowledges the fluctuating nature of chemicals due to the current unstable market conditions. Therefore, during contract year 1 only, the City may consider quarterly price adjustments should market conditions dictate such and only under the following conditions.

- (1) Where all prices shall have remained firm for the initial quarter of the contract period.
- (2) For acceptance by the City, request shall be in writing, and received no less than a minimum of thirty (30) days prior to the proposed effective date. Vendor is responsible for verifying that written price adjustment request was received by the Purchasing Agent.
- (3) Successful bidder to submit supporting documentation for price adjustment such as manufacturers price change documentation, invoices and other similar supporting documentation to support price adjustment request to the City.
- (4) Any price adjustment shall be approved, in writing, by the Purchasing Manager, prior to the effective date.



The City may, after review, refuse to accept the price adjustment if they are not properly documented or if the proposed price increase is considered excessive.

11. ADDENDUM

An addendum, if needed, will be issued prior to the opening of bids. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents. If a bidder is on record with the Purchasing Division as having received the bid package, any addendums will be provided to the bidder.

If a bidder downloads the bid documents from the City website, the Purchasing Division must be notified of that download and the prospective bidder's interest in submitting a bid on the project. If the City is not notified, the City will not be able to assure that any addenda issued after the bid is downloaded by the prospective bidder is provided to the prospective bidder. It is the responsibility of the bidder to view the website to determine if any addenda have been issued, or to contact the Purchasing Division to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

12. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

13. QUANTITY:

The quantities shown are estimated annual requirements. The City of Coral Springs reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

14. DEBRIS:

Contractor shall be responsible for the prompt removal of all debris which results from this contracted service.

15. F.O.B POINT:

All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order.

## **SPECIFICATIONS / SCOPE OF WORK**

1. **SCOPE OF WORK:**  
The City of Coral Springs is requesting bids from qualified bidders to establish a term contract for the supply and delivery of Sodium Hexametaphosphate on an as needed basis.
2. **SPECIFICATIONS:**  
Material to be delivered in 50 lb. bags, according to the following specifications:
  - A. **TYPE:**  
Shall be readily supplied in a granular (fine) physical form phosphate, produced by combining sodium oxide and phosphoric acid in a relative ratio of 1.00 - 1.20 to 1.00.
  - B. **IMPURITIES:**  
The sodium hexametaphosphate supplied shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming water that has been properly treated with the sodium hexametaphosphate.
  - C. **PHYSICAL REQUIREMENTS:**
    1. The material shall be clean, free from lumps or extraneous materials, and uniform in composition. The material shall be in free-flowing condition when packages are opened on receipt of shipment.
    2. The material shall be readily supplied in the physical form as specified by the purchaser and shall be uniform in composition.
    3. For granular (fine) product, not less than 95% of the material shall pass through 10 mesh, nor more than 20% through 100 mesh.
    4. Material must meet NSF/ANSI 60.
  - D. **SOLUBILITY:**
    1. The material shall be readily soluble at any temperature in the range 50 - 100 degrees Fahrenheit when mixed in a ratio of one part to four parts distilled water.
    2. Water-insoluble matter in the material shall not exceed 0.1 percent, by weight.
  - E. **CHEMICAL REQUIREMENTS:**
    1. As covered in AWWA Standard B502-05, Section 4.2.
    2. The PH of a 1 percent solution of "unadjusted" sodium hexametaphosphate shall be in the range 6.7 - 7.3.

F. PACKING AND SHIPPING:

1. Sodium hexametaphosphate must be shipped in paper or any moisture proof multiwall bags each containing 50 lb. net weight of the material.
2. The net weight of the packages shall not deviate from the recorded weight by more than  $\pm 1.0$  per cent.
3. Each shipment of sodium hexametaphosphate shall carry some means of identification. Each package shall be marked legibly with the name of the manufacturer, the name of the material and the brand name, if any, the percent of P205 in the material, and net weight of the material contained. Packages shall also bear the statement "Guaranteed by manufacturer to meet the requirements of the ANSI/AWWA B502, Sodium Hexametaphosphate".

G. TEST PROCEDURE:

As covered in AWWA Standard B502-05, Section 5.2.

H. QUALITY ASSURANCE

The Supplier shall provide a certified analysis or affidavit for every delivery confirming the product complies with all applicable requirements of AWWA Standard B502-05. If there are quality control issues that arise in the water treatment process, the City reserves the right during the contract period to conduct independent testing to determine if the product supplied meets aforementioned specifications. The cost of test is to be paid for by the City if sample meet specification and by bidder if it should not meet specifications. In addition, if the delivered material does not meet the AWWA standard, the supplier shall replace the product at no charge to the City.

3. **DELIVERY:**

Sodium Hexametaphosphate shall be delivered as needed within 10 days of placement of an order by the Utilities Department. Delivery should be between 8:00a.m. - 4:00 p.m. Monday through Friday excluding holidays observed by City. Deliveries not complying with these requirements may be rejected by City in such event. City shall have the right to require contractor to re-deliver the Sodium Hexametaphosphate at contractor's sole expense. The Sodium Hexametaphosphate shall be delivered to the City's facility and unloaded by the vehicle operator into the designated area.



## **BID NO. 22-C-268F**

### **SODIUM HEXAMETAPHOSPHATE**

SUBMITTED TO: City of Coral Springs  
9500 West Sample Road  
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders.
3. Bidder has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Manager is acceptable to Bidder.
4. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

### **SODIUM HEXAMETAPHOSPHATE**

# BID FORM

BIDDERS MAY ONLY SUBMIT ONE BID

ITEM	DESCRIPTION	Estimated Qty	UOM	UNIT PRICE	TOTAL PRICE
1	Sodium Hexametaphosphate	20,075	LBS.	\$ _____	\$ _____

5. The undersigned Bidder will extend the same prices, terms and conditions to other government agencies located in the State of Florida during the period covered by this contract and any extensions, if required.  
\_\_\_\_\_ Yes    \_\_\_\_\_ No

6. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

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

7. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

8. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

9. Communications concerning this Bid shall be addressed to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_  
Signature of Individual/Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

ACKNOWLEDGEMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Corporation,  
Partnership, Firm

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

(\_\_\_\_\_) \_\_\_\_\_  
Business Phone Number

ACKNOWLEDGEMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Company) who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)



**CERTIFIED RESOLUTION**

I, \_\_\_\_\_ (Name), the duly elected Secretary of \_\_\_\_\_  
\_\_\_\_\_ (Corporate Title), a corporation\* organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by  
a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-  
laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name)" The duly elected \_\_\_\_  
\_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ (Corporate Title) be and is hereby  
authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and  
such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid  
Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts  
and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing  
resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be  
indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or  
growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so  
certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by  
the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 202\_\_.

(SEAL)

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Title

**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed  
explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral  
Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the  
corporation to do so in its behalf.

**\*The Term Corporation shall include Corporation, Company, or Partnership**



Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ACKNOWLEDGEMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 202\_\_, by \_\_\_\_\_, who is personally known to me  
or who has produced \_\_\_\_\_ as identification and who did (did not) take an  
oath.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned.)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
  - \_\_\_\_(a) Maintaining, defending, or settling any proceeding.
  - \_\_\_\_(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_(c) Maintaining bank accounts.
  - \_\_\_\_(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
  - \_\_\_\_(e) Selling through independent contractors.
  - \_\_\_\_(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
  - \_\_\_\_(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_(i) Transacting business in interstate commerce.
  - \_\_\_\_(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprietorship or Self-Employed

**NOTE:** This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
BIDDER'S CORRECT LEGAL NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF BIDDER

**QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO:                   City of Coral Springs  
   (Purchasing Manager)

ADDRESS:                         City Hall  
   9500 West Sample Road  
   Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: \_\_\_\_\_

Corporation  
Partnership  
Individual  
Other

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
   \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_  
\_\_\_\_\_

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's name: \_\_\_\_\_

d. Vice President's name: \_\_\_\_\_

e. Secretary's name: \_\_\_\_\_

f. Treasurer's name: \_\_\_\_\_

g. Name and address of Resident Agent:

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3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: \_\_\_\_\_

b. Name, address, and ownership units of all partners:

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c. State whether general or limited partnership: \_\_\_\_\_

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

---

a. Under what other former names has your organization operated?

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---

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. **Please attach certificate of competency and/or state registration.**

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8. Have you personally inspected the site of the proposed work?  
(Y) \_\_\_\_\_ (N) \_\_\_\_\_
9. Do you have a complete set of documents, including drawings and addenda?  
(Y) \_\_\_\_\_ (N) \_\_\_\_\_
10. Have you ever, failed to complete any work awarded to you? If so, state when, where and why?
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY CITY IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or type as Commissioned)



**BIDDER QUESTIONNAIRE**

1. Description of the physical plant and facilities to supply the City:

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2. Summary of method of transport: \_\_\_\_\_

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3. Location where the product bid is manufactured and shipped from:

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4. Bidder shall detail method of delivery from Point of Origin up to and including final destination (FOB: Destination) Specify manufacturer's location, warehouse and/or any distribution points:

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5. Bidder to indicate if method of delivery will be via Vendor owned truck or other:

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6. Listing of office hours and Office personnel during these hours for coordination of service.

Office Hours: \_\_\_\_\_

Contact Information for order placement:

Name(s): \_\_\_\_\_

Phone / Email address: \_\_\_\_\_

7. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Detail the Quality Control Program in place or submit as an attachment:

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Quality Control program is in place at \_\_\_\_\_ plant location.

Provide name and contact info for the person who is responsible for the Quality Control Program:

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_



**REFERENCES**

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm’s qualifications.

Bidder shall provide a minimum of three (3) satisfactory references consisting of clients in which their firm successfully supplied and delivered sodium hexametaphosphate of similar size and quantities as listed within this bid, within the time range of 6/01/2018 to 6/01/2022. Each reference provided by the Contractor shall be for a different client (business entity or government entity). Reference to indicate firm name, contact name, address, phone number, email, dates of contract/services and summary of services provided (Use City provided form to submit).

**Reference #1**

Business/Government Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone No:( ) \_\_\_\_\_ Email: \_\_\_\_\_  
Date of contract/services \_\_\_\_\_  
Summary of Services : \_\_\_\_\_  
\_\_\_\_\_

**Reference #2**

Business/Government Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone No:( ) \_\_\_\_\_ Email: \_\_\_\_\_  
Date of contract/services \_\_\_\_\_  
Summary of Services : \_\_\_\_\_  
\_\_\_\_\_

**Reference #3**

Business/Government Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone No:( ) \_\_\_\_\_ Email: \_\_\_\_\_  
Date of contract/services \_\_\_\_\_  
Summary of Services : \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION PURSUANT TO FLORIDA  
STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
PROVIDER'S SIGNATURE