



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

INVITATION TO BID CHEMICALS FOR REVERSE OSMOSIS WATER PLANT

Date: March 12, 2020

Bid No.: 200076-B-JL

Sealed bids will be received by the City of Tarpon Springs, Procurement Services, 324 East Pine Street, Tarpon Springs, FL 34689 (mailing address: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida 34688-5004), or through the online E-Bidding services of www.demandstar.com, until:

3:00 p.m., Tuesday, April 14, 2020

at which time bids will be publicly opened and read aloud for:

Chemicals for Reverse Osmosis Water Plant

Bids and all addenda shall be available only through DemandStar/Onvia (www.demandstar.com).

Instructions to Bidders

Submission and Receipt of Bids

If you elect to respond to this Bid, please provide one original (Marked as Original), one (1) copy, and one electronic copy (with the bid sheets saved in Excel format) of your bid to this office by the date and time indicated. The outside of your package must be clearly labeled with the bid number, title, bid opening date and time and the name and address of the bidder. **PLEASE NOTE:** The Post Office does not deliver mail to Procurement Services physical location. City staff picks the mail up once a day. If a Bid package is sent via USPS EXPRESS MAIL, it may not be received in Procurement Services on time. Receipt by the Post Office prior to the deadline does not meet the City's deadline requirements. To prevent delivery delays, use the correct zip code. The zip code for the post office box is 34688-5004 and the zip for the street address is 34689.

If submitting the bid electronically through the online services of DemandStar, all documents and attachments must be uploaded by the date and time indicated. Respondents who are E-Bidding for the first time are strongly encouraged to contact DemandStar.com at (800)711-1712 or obtain assistance by e-mailing questions to suppliersservices@onvia.com. Solicitation responses uploaded to DemandStar.com (i.e., www.demandstar.com) after the

Solicitation Response Due Date and time shall not be considered. It is the sole responsibility of the Respondent to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

Regardless of the form of delivery, it is the Respondent's responsibility to ensure that the solicitation response package is received by the date and time indicated. Bid Opening, Bidders are welcome to attend; however no award will be made at this time. Facsimile bids will not be considered. Late bids will not be accepted. The City will not pay any costs incurred by bidders in the preparation of its bid. Bids may not be withdrawn for 90 days after bid opening.

Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

Preparation of Bids

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Form is to be used in submitting your bid. All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- b. All bids must be signed with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature.
- c. Unit price shall be shown and where there is an error in extension of price, the unit price shall govern.
- d. Proposed service/delivery times must be shown and shall include Saturdays, Sundays, and Holidays (if applicable).
- e. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- f. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, services as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as result of failure or omission on the part of the bidder to make the necessary examinations and investigations or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of City or the compensation to the vendor.
- g. Bidders are advised that all City contracts are subject to all legal requirements provided for in any Purchasing Resolutions or Policies of City and State and Federal Statutes.
- h. The bidder shall retain a copy of all bid documents for future reference.

Explanations to Bidders

All questions or requests for additional information are required to be in writing and may be faxed to 727-937-1766 or e-mailed to jlewis@ctsfl.us .

Questions must be submitted, in writing, not later than 3:00 pm April 1, 2020.

Any verbal responses to questions or changes or additions to the Scope of Services or any part of this Invitation to Bid shall not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through DemandStar/Onvia should be considered for your bid submittal.

Compliance

Failure to comply with the ITB in full may be cause for rejection of bid. Bids must conform to the scope of services and terms and conditions. Bids must be returned on the forms provided. Nonconformance with these instructions is grounds for rejection of bid.

Rejection of Bids

The City reserves the right to accept or reject any and all bids or parts of bids, waive minor informalities, and request rebids on the material or services described in the ITB. The City reserves the right to waive minor informalities.

Ex-Parte Communication. In order to ensure fair evaluation of bids, ex parte communication initiated by bidders is prohibited from the time the responses are opened until a final decision has been made. No bidder may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a bidder after the responses are opened must be in writing to:

Jay Jackus, CPPO, CPPB
Procurement Services Director
City of Tarpon Springs
Procurement Services
PO Box 5004
Tarpon Springs, FL 34688-5004
727-937-1766 Fax
jjackus@ctsfl.us.

The City may, however, initiate communication with any bidder in order to obtain additional information or clarification necessary for fair evaluation of their bid. Ex parte communication initiated by a bidder may disqualify that bidder from consideration for this or future Invitations to Bid.

Jay Jackus, CPPO, CPPB
Procurement Services Director

JJ:JL

SCOPE OF WORK

1. General

The intent and purpose of this solicitation is to provide for the furnishing and delivery of various chemicals (listed below) to be ordered on an as-needed basis for the following agency:

- City of Tarpon Springs - Tarpon Springs, Florida

2. Cooperative Bid Intent

It is the intent of this solicitation to make available to other government entities of the State of Florida (not listed above) the right to purchase, by mutual agreement with the Contractor, the same equipment and/or services, at the contract prices, for the term of this contract.

3. Award

Award shall be consistent among all the government entities but each entity shall make their own award. Award will be made on a per chemical basis to the lowest responsible and responsive bidder meeting specifications. None of the agencies listed above will be responsible for any transaction between the successful bidder and any other public entity that may elect to utilize this bid.

4. Term

The contract term shall be for five (5) years.

5. Estimated Quantities

All quantities listed in the ITB are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased under this agreement.

6. Pre-Award Meeting

Each intended awardee may be required to send a representative to the City of Tarpon Springs Reverse Osmosis Plant and other City treatment facilities to review location of tanks, connections, etc. All costs associated with this on-site visit shall be the responsibility of the intended awardee.

SPECIFICATIONS

Sulfuric Acid

1. General

The material provided under this specification shall be 93% Sulfuric Acid, approved for potable water treatment, listed/certified under the National Sanitation Foundation (NSF) Standard Number 60, latest revision, and shall meet the requirements contained within these specifications.

2. Product Specifications

- a. The Sulfuric Acid shall meet the physical and chemical properties listed below. The Sulfuric Acid shall be supplied as clear, turbidity free aqueous solution.
- b. The Sulfuric Acid supplied under this contract shall be manufactured in the United States. No material originating outside of the United States can be supplied without the consent of the purchaser.
- c. The Sulfuric Acid shall be free from extraneous material and shall be transported and delivered at a concentration and temperature, such that no freezing shall occur.

The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials.

- d. The 66° Baume Sulfuric Acid shall have the following physical properties:

H ₂ SO ₄	93%
Color (APHA)	50
Turbidity (APHA)	60
Appearance	Clear, water white to light yellow Lead

- e. The 93% Sulfuric Acid shall not contain specific impurities in excess of the following limits (by weight):

Arsenic	.5 mg/L	Copper	1.0 mg/L
Chlorine	50.0 mg/L	Zinc	5.0 mg/L
Iron	50.0 mg/L	Lead	1.0 mg/L
Nickel	1.0 mg/L	Nitrates	5.0 mg/L
Antimony (Sb)	1.0 mg/L	Sulfurous Acid (SO ₂)	40.0 mg/L

3. Quality Control and Testing

a. Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications, latest editions. It shall be the Contractor's responsibility to perform all of the tests and inspections required by this specification unless otherwise stated in the award. The City of Tarpon Springs (or other awarding agency) reserves the right to perform any of the tests and inspection requirements where said tests and inspection are needed to further determine compliance with this specification.

b. It shall be the Contractor's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to any awarding agency. A Corporate Officer shall sign the Certificate of Analysis and specify the following: Percent sulfuric acid, color, turbidity, and

liquid specific gravity. The Certificate of Compliance shall be in the hands of the receiving agency at the time of delivery.

c. Before unloading each Sulfuric Acid delivery, the City of Tarpon Springs (or other awarding agency) representative may conduct a specific gravity test. It shall be the responsibility of the material transporter to provide a proper sample of the Sulfuric Acid being delivered for analysis. Each sample shall be labeled to identify its content, and the label shall be signed by the person actually collecting the sample. Safe handling procedures shall be employed at all times.

4. Purchase and Delivery

a. Deliveries shall be made by tank truck that meets all FDOT requirements for transporting Sulfuric Acid, FOB destination to the City of Tarpon Springs (or other awarding agency). Delivery locations and delivery acceptance times are listed below under Special Conditions, Delivery Locations.

b. The City of Tarpon Springs (or other awarding agency) representative shall have sole discretion as to when deliveries are to be received. The Contractor shall supply all necessary connectors and hoses required to off load the Sulfuric Acid shipment into the City of Tarpon Springs (or other awarding agency's) storage tank.

c. The City of Tarpon Springs uses a 2" CPVC Camlock.

5. Estimated Quantities

All quantities are estimated and in no way obligate the City of Tarpon Springs (or other awarding agency) to any minimum purchase. Estimated quantities are as listed below:

Agency	Estimated Annual Quantity	Delivered To:
City of Tarpon Springs	45,000 gallons	City of Tarpon Springs, RO Plant and Treatment Plant

Liquid Sodium Hypochlorite

1. General

The Sodium Hypochlorite shall be delivered in liquid form and shall have not less than 120 grams per liter available chlorine (12.5 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

2. Product Specifications

a. Liquid Sodium Hypochlorite delivered under this Specification shall be clear straw colored liquid with no visible cloudiness, impurities, or sediment.

b. Liquid Sodium Hypochlorite delivered under this Specification shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the Liquid Sodium Hypochlorite. Sodium Hypochlorite delivered under this specification shall be certified as

suitable for treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60.

- c. Liquid Sodium Hypochlorite delivered under this Specification shall have not more than 0.15% insoluble matter by weight.
- d. Liquid Sodium Hypochlorite delivered under this Specification shall have a minimum of .15% by weight sodium hydroxide and a maximum of 0.40% by weight percent sodium hydroxide.
- e. Liquid Sodium Hypochlorite delivered under this contract shall meet the following contaminant concentration limits:

Contaminant	Concentration Limit, mg/L
Iron	<0.3
Copper	<0.03
Nickel	<0.03
Chlorate	<2000
Bromate	<20

- f. The suspended solids in the Liquid Sodium Hypochlorite delivered under this Specification shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.
- g. The Liquid Sodium Hypochlorite delivered under this Specification shall not contain any impurities in sufficient quantities which cause or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly established MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Sodium Hypochlorite supplied for use, the Contractor shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels satisfactory to the City of Tarpon Springs (or other awarding agency) as applicable. The City of Tarpon Springs (or other awarding agency) reserves the right to add or delete specific impurity listings and maximum impurity levels to the existing listing, as is required to meet all U. S. Environmental Protection Agency (USEPA), Federal and State Safe Drinking Water Act (SDWA), and Florida Department of Environmental Protection (FDEP) water quality standards. The Contractor shall comply with any and all such required changes to its Liquid Sodium Hypochlorite, by whatever process changes are required, at no additional cost to the City of Tarpon Springs (or other awarding agency).

3. Quality Control and Testing

- a. All sampling and testing shall be in accordance with ANSI/AWWA B300, Standard for Hypochlorites, latest addition.
- b. All laboratory analysis shall be conducted by an analytical laboratory selected by the Contractor and approved by the City of Tarpon Springs (or other awarding agency).

- c. The Contractor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. At the sole discretion of the City of Tarpon Springs (or other awarding agency) the Contractor's delivery personnel (driver) may be asked to provide a sample of Liquid Sodium Hypochlorite before the shipment is unloaded. The City of Tarpon Springs (or other awarding agency) will supply the sample container and the driver shall collect the sample from the tank truck and relinquish it to the City of Tarpon Springs (or other awarding agency). The sample shall be considered representative of the lot. The City of Tarpon Springs (or other awarding agency) reserves the right to subject samples of Liquid Sodium Hypochlorite to quick analysis to ensure that it meets basic conditions of the Specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the City of Tarpon Springs (or other awarding agency) that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for Liquid Sodium Hypochlorite that is rejected. The Contractor, or its subcontractors, shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, the City of Tarpon Springs (or other awarding agency) shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have twenty-four (24) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, the City of Tarpon Springs (or other awarding agency) has the right to procure a shipment from another source. Three rejections of a lot or shipment during any period of this contract may constitute automatic termination of the Contractor's supply contract with the City of Tarpon Springs (or other awarding agency).
- d. Contractor shall supply an affidavit, signed by a corporate official, certifying that the Liquid Sodium Hypochlorite furnished by the Contractor, at the time of container loading, complies with all applicable requirements of this Specification and ANSI/AWWA B300, Standard for Hypochlorites, latest edition. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits. The Contractor shall supply the affidavit upon the request of The City of Tarpon Springs (or other awarding agency) in the time, frequency, and manner specified by the awarding agency.
- e. A certified report from the manufacturer shall be submitted for each Liquid Sodium Hypochlorite delivery to the City of Tarpon Springs (or other awarding agency). The report shall contain the following data:
 - i. Date and Time of Manufacture
 - ii. Percent by Weight Sodium Hypochlorite
 - iii. Percent by Weight Excess Sodium Hypochlorite
 - iv. Specific Gravity (Reference to a temperature)
 - v. Suspended Solids Test Time

No deliveries will be accepted unless accompanied by the referenced certified laboratory report for the specific batch of Liquid Sodium Hypochlorite delivered showing above data and that it conforms to this Specification.

4. Purchase and Delivery

- a. All deliveries of Liquid Sodium Hypochlorite shall be made in a suitably lined, thoroughly-cleaned tank truck that meets all FDOT requirements for transporting Sodium

Hypochlorite, FOB destination to each awarding agency. Delivery locations and delivery acceptance times are listed below under Special Conditions, Delivery Locations.

- b. The City of Tarpon Springs (or other awarding agency) representative shall have sole discretion as to when deliveries are to be received. The Contractor shall supply all necessary connectors and hoses required to off load the Liquid Sodium Hypochlorite into the awarding agency's storage tank.
- c. The City of Tarpon Springs uses a Sch 80 Camlock Connection Type 2.

5. Estimated Quantities

All quantities are estimated and in no way obligate the City of Tarpon Springs (or other awarding agency) to any minimum purchase. Estimated quantities are as listed below:

Agency	Estimated Annual Quantity	Delivered To:
City of Tarpon Springs	30,000 gallons	City of Tarpon Springs, RO Plant

Hydrofluosilicic Acid

1. Product Specifications

The Hydrofluosilicic Acid (Formula H_2SiF_6) shall have the following physical and chemical properties:

Average Assay:

- a. Shall be clean and free of visible suspended matter
- b. Shall contain no more than 0.02 percent by weight of heavy materials expressed as lead (Pb)
- c. Shall be aqueous solution which contains 23% \pm 2.0% by weight of H_2SiF_6
- d. Shall contain no more than 1% hydrofluoric acid.

2. Quality Control and Testing

Sampling and testing shall be conducted in accordance with all AWWA, ANSI and ASTM specifications. It shall be the responsibility of the Contractor to provide, to the City of Tarpon Springs (or other awarding agency) a Material Compliance Certificate of Analysis for each lot shipped. The Certificate of Analysis shall be signed by a Corporate Officer or a Manufacturer's Officer and specify: % total Fluoride, % H_2SiF_6 , % heavy metals expressed as lead (Pb) and liquid specific gravity. The Certificate of analysis shall be given to the designated City of Tarpon Springs (or other awarding agency) personnel at the time of delivery.

3. Manufacturer

- a. The bidder shall state, in the appropriate space on the Bid Form, the name of the manufacturer of the Hydrofluosilicic Acid the bidder intends to supply.

- b. The bidder should provide proof that the Hydrofluosilicic Acid to be provided is approved for potable water treatment, Listed/Certified under the National Sanitation Foundation Standard 60, and meets all provisions of AWWA Standard B703 or latest revision.
 - c. A copy of the National Sanitation Foundation Standard 60 certification should be included with bid submittal.
4. Purchase and Delivery
- a. Deliveries shall be FOB destination to the City of Tarpon Springs (or other awarding agency). Delivery locations and delivery acceptance times are listed below under Special Conditions, Delivery Locations.
 - b. Hydrofluosilicic acid will be accepted by the City of Tarpon Springs in delivery quantities not to exceed 250 gallons per load.
 - c. The City of Tarpon Springs (or other awarding agency) representative shall have sole discretion as to when deliveries are to be received. The Contractor shall supply all necessary connectors and hoses required to off load the Hydrofluosilicic Acid shipment into the City of Tarpon Springs (or other awarding agency's) storage tank.
 - d. The City of Tarpon Springs uses a Sch 80 Quick Connect.
- e. Estimated Quantities

All quantities are estimated and in no way obligate the City of Tarpon Springs (or other awarding agency) to any minimum purchase. Estimated quantities are as listed below:

Agency	Estimated Annual Quantity	Delivered To:
City of Tarpon Springs	3,000 gallons	City of Tarpon Springs, RO Plant

Urea (DEF)

1. Product Specifications

Aqueous Urea Solution of 32.5% concentration in demineralized quality water designed to meet specifications of ISO 22241-1 for NOx abatement. The product shall be certified as a Diesel Exhaust Fluid by the American Petroleum Institute.

Typical Chemical and Physical Analysis	
Parameter	Typical
Urea Concentration	32.5 +/- 0.7%
Specific gravity at 20° C	1.087 - 1.093 kg/m3
Refractive index at 20° C	1.3914 - 1.3843
Free Ammonia (alkalinity)	0.2% max
Biuret	0.3% max
Formaldehyde	None

Insoluble matter	20 ppm max
Phosphates	0.5 ppm max
Calcium	0.5 ppm max
Iron	0.5 ppm max
Copper	0.2 ppm max
Zinc	0.2 ppm max
Chromium	0.2 ppm max
Nickel	0.2 ppm max
Aluminum	0.5 ppm max
Magnesium	0.5 ppm max
Sodium	0.5 ppm max
Potassium	0.5 ppm max

2. Quality Control and Testing

The City of Tarpon Springs (or other awarding agency) reserves the right to test all Urea delivered for adherence to the required specifications.

3. Manufacturer

a. The bidder shall state, in the appropriate space on the Bid Form, the name of the manufacturer of the Urea the bidder intends to supply.

4. Purchase and Delivery

a. Deliveries shall be FOB destination to the City of Tarpon Springs (or other awarding agency). Delivery locations and delivery acceptance times are listed below under Special Conditions, Delivery Locations.

b. The City of Tarpon Springs (or other awarding agency) representative shall have sole discretion as to when deliveries are to be received. The Contractor shall supply all necessary connectors and hoses required to off load the Urea shipment into the City of Tarpon Springs (or other awarding agency's) storage tank.

5. Estimated Quantities

All quantities are estimated and in no way obligate the City of Tarpon Springs (or other awarding agency) to any minimum purchase. Estimated quantities are as listed below:

Agency	Estimated Annual Quantity	Delivered To:
City of Tarpon Springs	2,000 gallons bulk	City of Tarpon Springs, RO Plant

Ammonium Sulfate

1. Product Specifications

All Ammonium Sulfate shall be a 39% solution in liquid form. The chemical in solution shall be in accordance with the American Water Works Association's (AWWA's) Standard B-302-10 for ammonia sulfate, as applicable, and be listed/certified under the National Sanitation Foundation (NSF) Standard Number 60 as suitable for treatment of drinking water, latest revision, and shall meet the requirements contained within these specifications.

The solution shall contain no impurity that will produce an unpleasant taste or odor in the water, either in the absence of chlorine or in combination with chlorine concentrations up to 4 mg/L.

2. Quality Control and Testing

Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications, latest editions. It shall be the Contractor's responsibility to perform all of the tests and inspections required by this specification unless otherwise stated in the award. The City of Tarpon Springs (or other awarding agency) reserves the right to perform any of the tests and inspection requirements where said tests and inspection are needed to further determine compliance with this specification.

3. Purchase and Delivery

- a. Deliveries shall be made by tank truck that meets all FDOT requirements for transporting Ammonium Sulfate, FOB destination to the City of Tarpon Springs (or other awarding agency). Delivery locations and delivery acceptance times are listed below under Special Conditions, Delivery Locations.
- b. The City of Tarpon Springs (or other awarding agency) representative shall have sole discretion as to when deliveries are to be received. The Contractor shall supply all necessary connectors and hoses required to off load the Ammonium Sulfate shipment into the City of Tarpon Springs (or other awarding agency's) storage tank.
- c. Ammonium sulfate will be accepted by the City of Tarpon Springs in delivery quantities not to exceed 500 gallons per load.
- d. Normal deliveries to be made within 48 hours and emergency deliveries must be made within 24 hours.

4. Estimated Quantities

All quantities are estimated and in no way obligate the City of Tarpon Springs (or other awarding agency) to any minimum purchase. Estimated quantities are as listed below:

Agency	Estimated Annual Quantity	Delivered To:
City of Tarpon Springs	5,000 gallons	City of Tarpon Springs, RO Plant and City Wells

SPECIAL CONDITIONS

1. Intent

The intent of this document is to describe the terms and conditions of a term contract to be executed by issuance of a blanket purchase order(s) to the successful vendor(s). Award will be made on a line item basis.

2. Scope

Contractor shall furnish all labor, material, supervision, travel, parts and equipment to supply and deliver chemicals as specified herein.

3. Agreement Period

Duration of the contract shall be for a period of five (5) years from the date of contract execution and any extension thereof.

4. Terms and Conditions

Contractor warrants that terms and conditions are firm for the agreement period as stated in the Invitation to Bid ("ITB").

5. Price

Contractor warrants that all prices stated in its bid will remain firm from the date of award for a 12 month period. Any escalation in prices will be made on an annual basis thereafter by mutual agreement between the City and Contractor. Request for price increases must be documented and made in writing to the Procurement Services Director at least 30 days in advance. Increases in prices shall be fair and reasonable. All request for price increases are subject to review and approval by the City prior to being instituted.

6. Estimated Quantities

Estimated quantities listed in the ITB are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased under this Agreement.

7. Transportation and Delivery

The awardees shall be responsible for packaging, labeling and shipping of the specified chemicals to the purchaser's facility in conformance with all current regulations of the State of Florida, United States Department of Transportation and United States Environmental Protection Agency. The awardees shall be solely responsible for the containment, cleanup, removal, and reporting to regulatory agencies of any chemical spills that occur while the chemicals are in transit to the purchaser's facility or while the chemicals are being unloaded at the purchaser's facility.

8. Delivery Locations and Acceptance Times

Deliveries shall be coordinated with the awarding agency to the address and during the times listed below:

Agency	Location/Address	Hours
City of Tarpon Springs RO Plant	1624 L & R Industrial Blvd Tarpon Springs, FL 34689	Monday - Friday 8:00 am - 4:00 pm
City of Tarpon Springs Treatment Plant	201 E. Pine Street Tarpon Springs, FL 34689	Monday - Friday 7:30 am - 3:30 pm
City of Tarpon Springs Splash Park	217 Live Oak Tarpon Springs, FL 34689	Monday - Friday 8:00 am - 4:00 pm
City of Tarpon Springs Grosse Ave Well	210 Grosse Ave Tarpon Springs, FL 34689	Monday - Friday 8:00 am - 4:00 pm
City of Tarpon Springs Tarpon Ave Well	1213 Tarpon Ave Tarpon Springs, FL 34689	Monday - Friday 8:00 am - 4:00 pm
City of Tarpon Springs Highland Ave Well	530 S. Highland Ave Tarpon Springs, FL	Monday - Friday 8:00 am - 4:00 pm
City of Tarpon Springs Disston Ave Well	0 S. Disston Ave Tarpon Springs, FL 34689	Monday - Friday 8:00 am - 4:00 pm

9. Rejection of Delivery

Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within twenty-four (24) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

10. Packaging and Shipment

Packaging and shipment of all chemicals shall conform to all current regulations of the State of Florida, the United States Department of Transportation and/or other applicable regulatory agencies.

11. National Fire Protection Association Placards

The Contractor is responsible for annually supplying National Fire Protection Association (NFPA) Placards, suitable for HAZMAT responders, for the front gate and chemical storage areas where their products are used at each facility.

12. Emergency Plan of Action and Safety Training

- a. The Contractor shall supply, in writing, an emergency contingency plan, with appropriate telephone contacts, for awarding agency personnel to follow in case of

an emergency supply of chemicals is needed. This shall be supplied within 10 calendar days of notification of award.

- b. In the event of a spill or leak, the Contractor shall supply the necessary personnel to respond to such event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup. Spills or leaks of any type, caused by the Contractor's employees or representatives, shall be the sole responsibility of the Contractor. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding vendor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall hold the awarding agency harmless for any failure to properly report and/or comply with this provision.
- c. The Contractor shall provide an appropriate safe handling training course, within the first month of the award, to all current Water Department operations personnel and any other appropriate personnel which shall need the training and shall also be available to conduct "refresher" courses, or new employee training, at six (6) month intervals during the award period.

13. Equipment

The Contractor's tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of any chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The City of Tarpon Springs (or other awarding agency) may reject a load if the equipment is not properly cleaned. Contractor shall furnish the City of Tarpon Springs (or other awarding agency) an approved, leak-free connection device between the trailer and the agency's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, The City of Tarpon Springs (or other awarding agency) may hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the City of Tarpon Springs (or other awarding agency's) unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor the Contractor shall be relieved of cleanup of the spill.

14. Technical Assistance

The Contractor shall provide technical assistance, as needed, where needed, regarding the application and use of its product. The Contractor shall provide this assistance at no charge to the City.

15. Insurance Requirements

The successful Contractor shall provide a Certificate of Insurance in accordance with the Insurance Requirements prior to issuance of a Purchase Order (minimum insurance requirements are attached).

16. Authority of the City

Subject to the power and authority of the City of Tarpon Springs ("City") as provided by law in this Agreement, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this Agreement. The City shall decide questions that may arise relative to the fulfillment of the Agreement or the obligations of Contractor hereunder.

17. F.O.B. Point

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

18. Employee Identification

The contractor shall make identification available upon request. Contractor and its employees shall dress in a professional manner compliant with the City and OSHA safety standards. Contractor and its employees shall dress in a manner representative of the Contractor's organization. The Contractor's employees shall not dress in a manner representative of the City

19. Non-Chargeable Items

No charges shall be allowed for equipment down time or for time lost due to equipment becoming stuck off the road. Neither shall time be charged for equipment maintenance such as tune-ups, routine maintenance, vehicle maintenance or cleaning, or changing of chipper blades. Normal oiling or lubrication of power tools is allowed.

20. Material Safety Data Sheets

If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this Agreement pursuant to completion of this Agreement; the Contractor shall furnish Material Safety Data Sheets to the Public Services Director or designee prior to commencing such use.

21. Asbestos Materials

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

22. Bidder Capability

Prior to contract award, any bidder may be required to show that he has the necessary facilities, equipment, ability, and financial resources to provide the services specified in a satisfactory manner and within the guidelines of the specifications; that he has had experience in work of the same or similar nature; and that he has references which will satisfy the City.

23. Licenses and Permits

Contractor shall be responsible for obtaining any and all necessary licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such licenses, certifications and approvals. Fees for permits for work on City property will be waived if the contractor obtains the permits prior to start of work.

24. Omissions

Failure or omission of any responder to receive or examine any form, instrument, or other documents shall in no way relieve any bidder from any obligation with respect to this proposal or the evidence of compliance with this bid

25. No Liens

Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

26. No Waiver

No provision of this Agreement will be deemed waived unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

27. Performance

Contractor shall be responsible for performing the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work, and complying with all federal and state laws, and all ordinances and codes of the City relating to such work.

28. Damage

Contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, Contractor, at its expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed 30 calendar days from date damage was done.)

29. Use of Premises

Contractor shall confine its equipment, apparatus, and the operation of its workmen to the limits indicated by Laws or direction of the departmental representative, and shall not unreasonably encumber the premises with its materials. Contractor shall take all measures necessary to protect its own materials.

30. Non Exclusive Clause

Award of this Agreement shall impose no obligation on the City to utilize Contractor for all work of this type, which may develop during the agreement period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

31. Subcontracting

The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City. Contractor shall promptly pay all subcontractors and suppliers. Any subcontracting, so permitted by the City, shall be subject to all the terms and conditions and other provisions of this Agreement.

Notwithstanding any such subcontracting, Contractor shall remain obligated and responsible to the City for the performance of all terms and conditions and other provisions of this Agreement.

32. Summary of Total Sales

Contractor shall furnish Procurement Services as requested, a detailed summary of sales. The sales summary shall include the description of services provided, service location, and dollar amount. Failure to provide this information within 30 calendar days following the request may result in Contractor being found in default.

33. Agreement

A purchase order or blanket purchase order will be issued by Procurement Services for the term of this Agreement.

34. Provision for Other Jurisdiction

Unless specifically prohibited by Vendor, it agrees that it will sell under the prices, terms and conditions of this bid to other jurisdictions.

35. Changes In Work

The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. Contractor shall not claim breach of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to Contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted herein.

36. Independent Contractor

In accepting this Agreement, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of its knowledge, no one who has or will have any financial interest under this Agreement is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this Agreement, Contractor, and any of its subcontractors, employees, or agents shall at times be considered independent contractors and not agents of City.

37. Cooperation between Contractors

The City reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with its contract. Contractor shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays or loss experienced by Contractor because of the presence and operations of other contractors working within the limits of the same project.

38. Coordination with Agencies

Contractor shall coordinate its activities with the proper regulatory agencies and have its representative on site at the proper times.

39. Protection of Public

Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by Contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

40. Rejection of Work

Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

41. Completion of Work

If Contractor fails to comply with the conditions of this Agreement, or fails to complete the required work or furnish the required materials within the time stipulated, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of Contractor. The City may seek recourse including but not limited to, the provisions of the performance bond if such bond is required under the conditions of this Agreement.

42. Specifications, Changes in Writing

The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced in writing and signed by both parties.

43. Unknown Obstructions

Should any unknown obstruction be encountered during the course of this Agreement Contractor shall immediately bring it to the attention of the City. The Contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

44. Contract Adjustments

The City reserves the right to make modifications to this Agreement at any time during the Agreement period regarding the nature, method, scope, frequency or timing of the Contractor's obligations. Any material expansion of the Scope shall require the written consent of the both the City and Contractor. Should any material deletions or additions to the Scope be made, Contractor's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed upon.

Notwithstanding the foregoing, the City shall have the right to terminate this Agreement if Contractor and the City fail to reach agreement on any modification within 30 days of the City's notification to Contractor or fail to reach an agreement on adjusted compensation associated with the modifications.

There shall be no adjustment of Contractor's compensation made necessary as a result of the mismanagement, improper act, or other failure of Contractor, its employees, agents or subcontractors to properly perform its obligations under this Agreement. There shall be no increase in Contractor's compensation for any reason unless authorized in writing prior to the performance of services.

GENERAL CONDITIONS

1. DEFINITIONS

Addendum. A modification of the Bid/Contract Documents issued by Procurement Services and distributed to prospective Bidders prior to the bid due date and time.

Bid. The written submittal of a Bidder, submitted on the Bid Form to provide goods and/or perform the work/services in accordance with the requirements and specifications of the Bid Documents and stating the consideration that the Bidder will require for doing so.

Bidder. An individual, partnership or corporation submitted a bid, on the attached Bid Form, for the item and/or service contemplated.

City: The term City means the City of Tarpon Springs, Florida.

Change Order. A written order issued by the Procurement Services Director to the Successful Bidder/Contractor directing certain changes, additions or reductions in work or services or in the materials or methods to be used.

Contract. The written agreement between the City and the Successful Bidder/Contractor for the provision of goods and/or performance of the work or services in accordance with the requirements of the Bid Documents and for the payment at the agreed bid price or adjusted as a result of an approved change order.

Contract Documents. The Bidding Documents, Purchase Order, Contract, and Performance and Payment Bond, together with all Addenda, Supplemental Agreements and Change Orders.

Invitation to Bid. The term Invitation to Bid means a solicitation of formal sealed bids. The acronym "ITB" means Invitation to Bid, the ITB includes the Instructions to Bidders, General Conditions, purchase descriptions and/or specifications and may also include additional terms and conditions and all documents whether attached or incorporated by reference, utilized for soliciting sealed bids.

Laws: The term laws means current and future federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter of issue.

Responsible Bidder. The term responsible bidder means a bidder who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Responsive Bidder. The term responsive bidder means a bidder who has submitted a bid which conforms in all material respects to the requirements set forth in the ITB.

Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Services. The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the requirement performance. The term shall not include employment agreements or collective bargaining agreements.

2. DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items, unless the term "no substitute" is used. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substituted item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- (b) Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.
- (d) The City reserves the right to request from bidders a separate manufacturer's certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or termination of the Contract, for which the bidder must bear full liability. These certifications shall be furnished at no cost to the City.

3. REJECTION OF BID

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid.
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The City may, however, reject any and/or all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph 3 (a) 3. The City reserves the right to waive any minor informalities or irregularities in any bid.
- (c) The City, in its sole discretion, will determine whether or not a bidder is a responsible bidder.

4. WITHDRAWAL OF BID

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

5. PUBLIC REVIEW AT BID OPENING

Bids will be opened immediately after the bid submittal date and time (3:00 PM) by Procurement Services, 324 E. Pine Street, Tarpon Springs, FL 34689. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents will be read aloud at the time of opening. Pursuant to Florida Statute 119, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the ten day period expires.

6. BID TABULATION INQUIRIES

Inquiries relating to the results of this bid, prior to the official bid award by the City of Tarpon Springs Board of Commissioners shall be available only through DemandStar/Onvia (www.demandstar.com). Tabulations will be posted on DemandStar/Onvia (www.demandstar.com) after 30 days to comply with Florida Statute 119.

7. AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to City of Tarpon Springs, price and other factors considered. For Invitation to Bid for Sale of Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par.3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded in accordance with the Purchasing Administrative Code.
- (d) Prices quoted must be FOB City of Tarpon Springs with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

8. LAWS/ORDINANCES

The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

9. LEGAL REQUIREMENTS

Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representations, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

10. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. NON-COLLUSION

By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

12. CONTRACTOR LICENSE REQUIREMENT

All contractors performing construction and related work in the City of Tarpon Springs must comply with our regulatory legislation. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.

13. PERMITS/LICENSES

The Contractor is responsible for obtaining any permits/licenses necessary to complete the work covered by this order prior to starting any work under this order. The City will waive the permit fee.

14. MATERIAL SAFETY DATA SHEETS REQUIREMENTS

If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the City as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.

15. AUDIT

The City reserves the right to audit the records of the awarded Contractor 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 five (5) years after completion and acceptance by the City. If required by the City, said Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contract shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the Contract.

16. PUBLIC ENTITY CRIME INFORMATION STATEMENT

A statement is no longer required as part of the bid submittal; however, bidders are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.

17. MULTIPLE COPIES

Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate

18. INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify, and hold the City and its officers, officials, employees and agents harmless from and against all liabilities, losses, claims, demands, injuries, damages, expenses, and suit or actions at law in equity or arising administratively, including costs and attorney's fees, which the City or its officers, officials, employees and agents may suffer, sustain, incur or be subject because of or arising out of or caused in whole or in part as the result of any negligent, wrongful, intentional, or deliberate act or omission, any fraud or defalcation, or any failure to fully perform the terms, conditions, and obligations of the contract by the Contractor and its agents, officers, employees, and subcontractors, except when such liabilities, losses, claims, demands, injuries, damages, expenses, actions, costs and attorney's fees arise solely as the result of the sole negligence or fault of the City. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the City.

19. PATENTS & ROYALTIES

The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

20. VARIANCES

For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda as provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

21. TESTING

After delivery, random samples may be selected and submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by Vendor. When tests indicate the materials do not meet specifications, the City reserves the right to cancel the award and purchase the goods in the open market at the expense of the Vendor.

22. MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify Procurement Services immediately. Such notification must be received by Procurement Services prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

23. CERTIFICATE OF INSURANCE

The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, prior to issuance of Purchase Order or commencement of any work hereunder.

24. ASBESTOS MATERIALS

- a. The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The City shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The City will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

- b. All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

25. PAYMENT/INVOICES

The bidder must specify on the Bid Summary form exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying Procurement Services of any company name change, which would cause invoicing to change from the name used at the

time of the original bid. Payment will be made, in arrears, in accordance with Florida Statute § 218.70, et. seq., the Local Government Prompt Payment Act.

Invoices are to be submitted to City of Tarpon Springs, Finance Department, PO Box 5004, Tarpon Springs, FL 34688-5004 (Street Address: 324 E. Pine Street, Tarpon Springs, FL 34689).

Cash Discounts. Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing the check.

26. TAXES

The City of Tarpon Springs is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise tax is 85-8012621696C-2 and State Sales tax exemption number is 59-6000437.

27. QUALIFICATIONS/INSPECTION

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The city reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The City reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

28. RESERVATIONS FOR AWARD AND REJECTION OF BIDS

The City reserves the right to reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining, the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

29. DELIVERY

Unless otherwise specified in the ITB, all prices quoted by the bidder shall be F.O.B. Tarpon Springs, Florida, with all delivery costs and charges included in the bid price. Deliveries are to be made during regular business hours. Failure to do so may be cause for rejection of bid.

30. MATERIAL QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, unless recycled materials are certified by Bidder, the latest model, of the best quality, and highest grade workmanship.

31. MODEL NUMBER CORRECTIONS

If the model number for the make specified in the ITB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

32. SAMPLES AND DEMONSTRATIONS

Samples or inspections of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

33. LIFE CYCLE COSTING

If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

34. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing email format to Procurement Services and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become

part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Procurement Services will be unable to respond to questions received after the specified time frame.

35. ASSIGNMENT

The Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

36. NON-EXCLUSIVE CONTRACT

The City reserves the right to competitively bid any item on this contract or purchase it from another supplier when it is in the best interest of the City.

37. LOBBYING

Lobbying shall be prohibited on all City competitive selection processes, and contract awards in accordance with City Ordinance No. 2008-15.

38. EX-PARTE COMMUNICATION

In order to ensure fair evaluation of bids, ex-parte communication initiated by bidders is prohibited from the time the responses are opened until a final decision has been made. No bidder may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a bidder after the responses are opened must be in writing to the Chief Procurement Officer. The City may however initiate communication with any bidder in order to obtain additional information or clarification necessary for fair evaluation of their bid/proposal. Ex-parte communication initiated by a bidder may disqualify that bidder from consideration for this or future Invitations to Bid/Requests for Proposal.

39. QUANTITIES/REVISED REQUIREMENTS

The City of Tarpon Springs reserves the right to increase or decrease the quantity of any or all bid items. The unit price shall remain as accepted at bid award. When approved by the City as an amendment to this Purchase Order/Agreement and authorized in writing, the Contractor shall provide such revised requirements.

40. PROTEST

All complaints or grievances shall be in accordance with the City of Tarpon Springs's Ordinance No. 2008-15.

41. INTEGRITY OF BID DOCUMENTS

Bidders shall use the original Bid Form(s) provided by Procurement Services and enter information only in the spaces where a response is requested. Bidders may use an attachment

as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

42. PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and prohibition from engaging in any business with the City.

43. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by the City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believed any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

44. UNUSUAL CIRCUMSTANCES

If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the followings options.

The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

45. AUTHORIZATION

The individual executing this bid/proposal on behalf of the Company warrants to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the City of Tarpon Springs to perform the work herein described.

46. LITIGATION VENUE

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto:

Irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Florida, Pinellas County, and the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement:

Waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action, or other proceeding, (1) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever or that its property is exempt or immune from setoff, execution, or attachment, either prior to judgment or in aid of execution, for any reason whatsoever; and (2) to the extent permitted by applicable law any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

47. ATTORNEY'S FEES

In the event either party employs an attorney to enforce any of the conditions of this Agreement or to enforce any covenants hereunder or to enforce any of the rights, remedies, privileges, or options at law or in equity; the prevailing party shall be entitled to reimbursement from the non-prevailing party of all legal costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorney and paralegal fees and costs if the matter is settled by legal action at the trial court level and at any and all appellate court levels in all matters of collection, enforcement, construction, and interpretation, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

48. NOTICES

Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by Certified Return Receipt Request Mail to the Vendor and the City at their respective addresses.

49. VENDOR REGISTRATION

Prior to award of an agreement resulting from this solicitation, successful bidder shall be registered with the Florida Division of Corporations (www.dos.state.fl.us/startbus/register.html) to do business in the state of Florida and as a vendor with the City of Tarpon Springs.

50. DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied bidders have a drug-free workplace program.

51. FORCE MAJEURE

In the event that either part shall be delayed or hindered in or prevented from the performance required hereunder by reasons of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reasons of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivery written notice of such Permitted Delay to the other party within (10) days of the event causing the Permitted Delay.

52. TERMINATION

- (a) The City of Tarpon Springs reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of City of Tarpon Springs.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the City.

(d) In addition to all other legal remedies available to City of Tarpon Springs, Tarpon Springs reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the City of Tarpon Springs.

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
 - 1) Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - 3) Pollution Liability \$1,000,000.00.
 - 4) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
 - 5) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
 - 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage's or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, %Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall

also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
- 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

March 26, 2020

CHEMICALS FOR REVERSE OSMOSIS WATER FACILITY

FOR THE CITY OF TARPON SPRINGS

BID No. 200076-B-JL

ADDENDUM 1

Statement to Add to Solicitation:

Formal Bid Openings are currently closed to the Public due to, STATE OF FLORIDA OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-69 (Emergency Management- COVID-19 - Local Government Public Meetings), dated March 20, 2020.

Public Bid Openings for the City will be conducted via Skype capabilities. To access Skype you must download the application to your system and create a user account. The ID address is jlewisctsfl@gmail.com.

All other requirements, terms and conditions remain the same. Copies of the plans and specifications may be obtained through Onvia/DemandStar (www.demandstar.com).