

*City of Marco Island Florida*



CONTRACT BIDDING DOCUMENTS FOR:

**Water and Wastewater Treatment Chemicals**

**ITB # 16-026**

**July 25, 2016**

CITY OF MARCO ISLAND  
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## **A. PUBLIC NOTICE/ LEGAL ADVERTISEMENT**

**PUBLIC NOTICE  
MARCO ISLAND, FLORIDA  
INVITATION TO BID**

**Water and Wastewater Treatment Chemicals  
ITB No. 16-027**

Electronic bid submittals through [www.demandstar.com](http://www.demandstar.com) will be received by the City Clerk, City of Marco Island, 50 Bald Eagle Drive, Marco Island, Florida 34145, until 2:00 PM (EST) on August 24, 2016.

**GENERAL DESCRIPTION – PLEASE REFER TO BID DOCUMENT FOR DETAILED REQUIREMENTS**

The City of Marco Island Utilities Department uses various chemicals for the treatment of water and wastewater. The City is requesting bids to furnish and deliver water and wastewater treatment chemicals. The quantities listed in the bid document are approximate and are for the information and bidding purposes. All bid prices must include the delivery to one of the Marco Island Utilities' sites. Prospective bidders can bid on one, any or all chemicals.

Award will be made to the lowest responsible and responsive bidder. The City of Marco Island reserves the right to award by line item, group or in the aggregate, whichever it may deem to be in its best interest. The City of Marco Island reserves the right at its sole discretion, not to award certain items being bid. This is an annual contract for a 3 year term with an option to renew for an additional 3 years.

Information and Bidding Documents can be obtained by downloading from [www.demandstar.com](http://www.demandstar.com), which REQUIRES REGISTRATION. Please direct questions to Lina Upham, Purchasing and Fiscal Analyst at: [lupham@cityofmarcoisland.com](mailto:lupham@cityofmarcoisland.com); or (239) 389-5011; or 50 Bald Eagle Drive, Marco Island, Florida 34145.

Dated this July 25, 2016

By: Roger T. Hernstadt, City Manager

*Posted in Naples Daily News on 7/27/2016*

**B. GENERAL BIDDING REQUIREMENTS**  
**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**ITB No. 16-026**

*Respondents to this solicitation or person acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for reject a response*

1. All bids must be made on the proposal form furnished by the City. No bid will be considered unless the proposal form is properly signed.
2. Vendors must provide unit prices any time unit prices are requested in the units requested. These unit prices must be proper and balanced so as to allow fair adjustments in quantities as required by the City. All prices by bidders will remain for a period of 120 calendar days from the date of bid opening for contract award purposes.
3. **Any transportation and/or any other charges incurred in delivering the products and/or services as specified must be included in the bid price.**
4. Any discounts or terms must be shown on the proposal form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than 15 days payment be offered.
5. No Bid shall be withdrawn within one hundred and twenty (120) days after the public opening thereof. If a Bid is not accepted within said time period it shall be deemed rejected.
6. The City reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and shall be distributed to all parties who received the original bid specifications and are eligible for consideration prior to the deadline for submission of proposals.
7. The Owner reserves the right to reject any and all Bids, or to waive formalities and negotiate directly with the apparent lowest and qualified Bidder to correct obvious errors in the bid, to adjust bid amounts as required to correct obvious defects in the original bid and to make other adjustments to the bid or scope of work which is in the best interest of the City. The City reserves the right to reject bids for administrative, including contractor responsiveness and/or contractor responsibility, or budgetary reasons, unbalanced bids, reject any individual bid that does not conform to the intent and purpose of the Contract Bidding Documents, bid from any person or entity that has failed or is failing to properly perform similar work for the City, failed to satisfy claims on previous or current contracts with the City, or has previously failed to perform properly or complete, on time, contracts of a similar nature. The prospective contractors shall be aware that performance as a prime contractor or subcontractor on previous or current City contracts or any current or past (within last 5 years) litigation against

the City may be taken into account in evaluating responder's responsibility and consideration for this contract. Moreover, the City reserves the right to postpone award of the contract for a period of time which shall not extend beyond 120 calendar days from the bid opening date.

8. **City of Marco Island will be accepting only electronic submittals through demadstar.com. Full bids shall be uploaded as one document. Do not wait till last minute to upload your submittal. Be advised that demandstar.com has a limit of 30MB per document upload and a 100MB maximum per vendor response.**

Bids must be submitted no later than 2:00 PM (EST) on August 24, 2016. Bids received after the time specified for receipt will not be considered. Bidders shall assume full responsibility for timely submittal.

9. The City of Marco Island, Florida, as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. All successful bidders will be provided a copy of the City's Certificate of Exemption upon contract award.

Corporations, individuals, and other entities are impacted by Chapter 212, Florida Statutes, according to the type of service, sale of commodity or other contractual agreement to be made with the City. By submittal of a properly executed response to a bid proposal from the City of Marco Island, Florida, the bidder is acknowledging that he is aware of his statutory responsibilities for sales tax under Chapter 212, Florida Statutes.

The City is also exempt from most Federal excise taxes. By submittal of a properly executed response to a bid proposal from the City of Marco Island, Florida, the bidder is acknowledging that he is aware of his responsibilities for Federal excise taxes.

10. Tangible personal property purchased by Contractors in the performance of realty construction for the City is taxable, though the City is exempt on its own purchases.
11. In case of identical bids tying as low bid, the City shall ask vendors to submit certification that they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. Should all vendors provide said certification, the City will give local vendor preference.
12. Permits, Licensees, Taxes: In compliance with Section 218.80, Florida Statutes, all permits necessary for the prosecution of the work shall be obtained by the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of the City of Marco Island, the State of Florida, or the U.S. Government now in force or hereafter adopted.
13. The City reserves the right to modify an item or group of items of the bid, unless the bidder qualified his bid by specific limitations.
14. Payment will be made by the City within thirty (30) days from receipt and acceptance by the City of delivery of the bid items or services, and receipt of invoice for same, whichever is received later.

15. Any Contractor who is a recipient of City funds, or who proposes to perform any work or furnish any goods under this bid shall not discriminate against any worker, employee or applicant or any member of the public because of age, race, color, sex, religion, national origin, disability or marital status, nor otherwise commit an unfair employment practice.
16. For bidders who wish to receive copies of bids after the bid opening, the City reserves the right to recover all costs associated with the printing and distribution of such copies.
17. Any actual or prospective respondent to an Invitation to Bid or Request for Proposal, who is aggrieved with respect to the former, shall file a written protest with the City Manager prior to the opening of the Bids for acceptance of Proposals. All such protests must be filed with the City Manager no later than 11:00 a.m. on the advertised date and time for the opening of the Bid.
18. Bid award selection criteria is as follows:
  - a. All questions on the Proposal page shall be answered as to price(s), timing requirements, prompt payment terms (discounts), required document submissions and acknowledgement of addenda received.
  - b. Award shall be based upon price submittals and adequate responses to all questions on the Proposal page.
  - c. Further consideration will include, but not limited to, references, completeness of bid response, and past performances on other City bids/projects.
  - d. Prices will be read in public exactly as written on the Proposal page at the bid opening; however, should an error in calculations occur whenever unit pricing and price extensions are requested, the unit price shall prevail. Mathematical miscalculations may be corrected by the City to reflect the proper answer.
19. Award of contract shall be made in a manner consistent with the City's Purchasing Policy. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the City Manager within three (3) calendar days (excluding weekends and City holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest
20. All firms are hereby placed on NOTICE that the City Council and City employees shall not be lobbied, either individually or collectively, about a project for which a firm has submitted a proposal. Firms and their agents are not to contact employees and members of the City Council for such purposes as meetings of introduction, luncheons, dinners, etc. During the bidding process, from bid opening to final City Council approval, no firm, nor their agent shall contact any other employee of the City with the exception of the Purchasing/ Contracts Manager.

- 26. If the bidder should be of the opinion that the meaning of any part of the Bidding document is doubtful, obscure or contains errors or omissions, he should report such opinion to the Purchasing and Fiscal Analyst before the bid opening date.
- 27. Offer Extended to Other Governmental Entities: The City of Marco Island encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.
- 28. After the initial 3 (three) year contract period, annual price increases are allowed. The annual price increases are limited to the Consumer Price Index for All Urban Consumers (CPI-U) increases for the South Region Size B/C as reported for October to September of each year.

**MILESTONE DATES**

| <b>Event</b>          | <b>Date</b>      | <b>Time</b>    |
|-----------------------|------------------|----------------|
| Legal advertisement   | 7/27/2016        |                |
| Pre-bid meeting       | n/a              |                |
| <b>Question Due</b>   | <b>8/8/2016</b>  | <b>5:00 PM</b> |
| Answers & Addendum    | 8/11/2016        | 5:00 PM        |
| <b>Bid Opening</b>    | <b>8/24/2016</b> | <b>2:00 PM</b> |
| City Council Approval | 9/6/2016         | 5:30 PM        |
| Start                 | 10/1/2016        |                |

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**Please direct questions to Lina Upham, Purchasing and Fiscal Analyst at: [lupham@cityofmarcoisland.com](mailto:lupham@cityofmarcoisland.com); or (239) 389-5011; or 50 Bald Eagle Drive, Marco Island, Florida 34145.**

**c. SPECIAL CONDITIONS & STATEMENT OF REQUIREMENTS**  
**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**ITB No. 16-026**

**SPECIAL CONDITIONS**

General

The City of Marco Island is requesting bids to furnish and deliver water/ wastewater treatment chemicals. These chemicals must be chemicals that are presently being used in the water and wastewater treatment field and to be of a proven quality.

Standards

All potable water treatment chemicals shall meet the AWWA standard and be certified as suitable for contact with or for the treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals- Health Effects or UL approved where appropriate.

Quantities and Delivery Frequency

The quantities listed in the contract proposal are approximate and are for the purpose of information to the bidding organization. The City of Marco Island reserves the right to change the delivery frequency or quantity of any or all chemicals in order to meet the needs of the community. Delivery of a single shipment may be to more than one site.

Termination

This Agreement may be terminated immediately if the contractor fails to deliver the correct and specified chemicals as ordered or fails to deliver them within the agreed upon, order-to-delivery time period.

**PRODUCT REQUIREMENTS**

**GENERAL REQUIREMENT**

General

The intent and purpose of this specification document (the "Specification") is for the Contractor to furnish and deliver various chemicals FOB destination, to the City of Marco Island.

Award

Award will be made to the lowest responsible and responsive bidder meeting the Specification; however, price, product quality, safety record, previous performance, reliability, service capabilities and emergency response capabilities shall all be considered as part of the final Bid Evaluation. The City of Marco Island reserves the right to award by line item, group or in the aggregate, whichever it may deem to be in its best interest. The City of Marco Island reserves the right, at its sole discretion, not to award certain items being bid. Prospective bidders can bid on one, any or all chemicals.



## **BIDDER QUALIFICATION / SUBMITTALS**

### **Definition**

For purposes of this Bid, the term "Bidder" shall be defined as the company submitting a bid to The City of Marco Island and shall include all subsidiaries and affiliates. As such, any requested documentation shall apply to all subsidiaries and affiliated companies. Thus, all requested items (e.g., references, terminations, and safety incidents) shall apply to all subsidiaries and affiliates as well. Failure to provide the requested information shall result in the Bidder's disqualification.

### **Product Samples**

The City of Marco Island reserves the right to take samples from Bidder's other customers to ensure that the Bidder's sample and delivery equipment is in compliance with all the requirements of this Specification and such a sample shall be judged representative of the Bidder's quality. In such event, the City of Marco Island shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of this Specification shall result in Bidder being disqualified.

References: Each prospective Bidder shall submit a list of at least five (5) references to include phone numbers that use or have used the products referenced herein at both water and wastewater treatment plants in the past five years ("references"). The Reference List shall list actual users at the water and wastewater plants and not purchasing agents. Additionally, each Bidder shall provide the names of any customers where its contract was terminated early, debarred, or informed that it was no longer supplying chemicals for safety, quality, or service issues for any product it supplies over the past five years ("terminations"). The Bidder shall also provide a detailed listing of all chemical accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years. Failure to disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.

### **Emergency Plans**

As part of its Emergency Preparedness Planning and Spill Response Plan, each prospective Bidder shall submit a list of resources with 24-hour access phone numbers in the event of a spill, equipment failure, required technical assistance or other emergency. This list shall include physical location of resources and credentials of resources (such as degreed engineers) as well as any other emergency service capabilities. Failure to submit this list including the additional information will result in Bidder being disqualified.

### **Safety and Reliability**

As part of assessing the Bidder's reliability and safety record, the prospective Bidder shall include all non-DOT regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities. This requirement does not apply to traffic tickets or overweight tickets as may be issued. Additionally, the Bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three years. Lastly, the Bidder shall submit a copy of its last state and federal (if applicable) FDOT inspection at ALL of its facilities. If Bidder has never had such inspections, it shall so state in its Bid. The City of Marco Island may require a site visit to the Bidder's manufacturing and distribution facilities to assess their safety and reliability as part of the bid evaluation process.

## **DELIVERY REQUIREMENTS**

Contractor shall make "normal" deliveries within two (2) calendar (i.e., not "working" days) days after receipt of order (except for antiscalant which is specified below) and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City of Marco Island from running out of that particular chemical in less than 24 hours. The City of Marco Island shall endeavor to minimize the number of "emergency" deliveries.

All deliveries of chemicals shall be freight prepaid, F.O.B. to each City of Marco Island facility.

Delivery time of day shall be arranged upon placement of order and shall be between the hours of 0700 and 1530. Requests to deviate from this schedule must be confirmed with the City of Marco Island 48 hours prior to the scheduled delivery and must conform to the delivery conditions set forth in these specifications. Deliveries made to unmanned facilities must be coordinated with the City of Marco Island so driver can gain access to the facility.

All bulk deliveries shall be made by properly cleaned carrier tank truck to the locations specified in paragraph 5 below.

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

All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities.

The City of Marco Island reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.

The Contractor shall be responsible for pumping all bulk deliveries into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-paddling, pumps, etc. required to safely and efficiently "offload" the chemicals into designated storage tanks. Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

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

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

between the trailer and the City of Marco Island’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 Marco Island will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the City of Marco Island’s unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

For deliveries requiring a forklift, Contractor shall ensure that its equipment is in good working shape with no oil leaks and that its driver is properly trained in accordance with all applicable OSHA regulations on the safe operation of the forklift.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver’s license with a Hazardous Material endorsement. Contractor’s drivers shall display its driver’s license and whenever challenged by the City of Marco Island during the delivery. Failure to show proper license shall result in rejection of delivery and subsequent possible termination of the Contractor’s supply agreement.

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 four (4) 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.

Delivery sites and quantities are subject to deletions or additions as necessary to meet the water and wastewater treatment demands of the City of Marco Island.

Split deliveries to multiple locations will be coordinated and accepted by the City of Marco Island to encourage economical delivery of product via bulk tankers dependent on storage capacities at time of delivery.

The annual chemical usages are estimates only and the City of Marco Island shall not be bound by these amounts in its contract with Contractor.

Delivery Locations:

|   |
|---|
| Marco Shores Wastewater Treatment Plant (MSWWTP)<br>1955 Mainsail Dr.<br>Naples, FL |
| South Water Treatment Plant (SWTP)<br>415 Lily Court<br>Marco Island, FL            |
| Reclaimed Water Production Facility (RWPF)<br>807 E. Elkcam Cir.                    |

|   |
|---|
| Marco Island, FL  |
| North Water Treatment Plant (NWTP)<br>807 E. Elkcam Cir.<br>Marco Island, FL                            |
| Source Water Facility (SWF f/k/a "raw water" or "Marco Lakes")<br>7130 Collier Blvd<br>Marco Shores, FL |

**PRODUCT MATERIAL REQUIREMENTS**

**Anhydrous Ammonia (NH3) – Bulk Storage Tank**

Special Delivery Requirements: Shipped and stored as liquefied compressed gas via tanker. When filling the un-insulated bulk storage tank, DOT regulations only permit filling tank to a maximum of 87.5%. Filling must be stopped at the first sign of ice forming on the outside of the tank.

Description: Chemical compound formed by combination of two gases (hydrogen and nitrogen) and exists in gaseous form at atmospheric pressure. Must be Refrigeration Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with ANSI/AWWA Standard B305-06. Must be of domestic manufacture.

Physical Properties: 99.9% pure as NH3

**Aluminum Sulfate (Al3SO4) – 50% Aqueous Solution**

Special Delivery Requirements: Contractor must have forklift for tote delivery and tanker loads may be full or partial deliveries.

Description: Must be Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. 50% by weight Liquid Solution (17% by weight on a dry ton basis) and certified as being in compliance with ANSI/AWWA Standard B403-03.

Physical Properties: Clear, light green or amber odorless liquid.

**Anti-Scalant**

The Contractor shall furnish to OWNER a membrane pretreatment antiscalant suitable for operation in the feedwater of the South Water Treatment Plant (SWTP) Reverse Osmosis (RO) system. Quoted price for antiscalant shall be in US\$ per 50 gal drum (min). Proposals will be evaluated considering unit price, required feed dose, delivery time, warranty, technical service, and current NSF 60 certification. The OWNER reserves the right to accept any proposal which, in its judgment, will best serve the OWNER's interests, and to negotiate contract terms with the CONTRACTOR proposing the most favorable proposal. The antiscalant shall be approved for potable water treatment under NSF/ANSI Standard 60: Drinking Water Treatment Chemicals -- Health Effects, be compatible with the other chemicals currently used in the pretreatment processes and the existing composite RO membrane elements, and shall effectively prevent scale formation in the membrane systems and disperse colloidal particles.

The intent of this specification is to operate the RO system at 75 percent or higher recovery with no acid injection, relying entirely on the antiscalant to prevent mineral scaling on the RO membranes. The existing feedwater pretreatment consists of "American Water Chemicals (AWC) A-102 PLUS" chemical injection at 2 gals/day/train for RO feedwater and cartridge filtration using 5-micron nominally-rated filters to remove total suspended solids (TSS).

Technical Support: CONTRACTOR shall provide technical support to the OWNER. The type of support, limitations, and cost to the OWNER (if any), shall be clearly stated in writing and submitted

with the bid proposal. The proposed technical service and value to the OWNER will be considered by the OWNER in the selection process. Specifically, the OWNER expects: (i) a bi-annual water quality analysis of the feed and concentrate at the CONTRACTOR's expense. Based on the analysis, the CONTRACTOR will verify the appropriateness of the existing dosage, and recommend changes to the dosage if required to prevent scaling. (ii) Co-ordinate with OWNER to evaluate the required water quality with regard to antiscalant use, at CONTRACTOR's expense. Technical information and catalog cut sheets for the proposed antiscalant. Include maximum recommended bulk concentrate flow stream supersaturation values for the following parameters:

- LSI (CaCO<sub>3</sub>)
- CaSO<sub>4</sub>
- BaSO<sub>4</sub>
- SrSO<sub>4</sub>,
- CaF
- SiO<sub>2</sub>.

Indicate the recommended maximum bulk concentrate stream levels for Fe, Mn, and Al assuming oxygen is not present in the water.

Computer projections showing recommended antiscalant dosage as neat chemical for a single RO train with 1.0 mgd permeate flow, and 27.0 degrees Celsius feed water temperature for the specified membrane elements assuming new elements (age = 0 years) and the design raw water quality showed in Appendix A. The dosage projections shall be provided at two recovery values: (i) 75% and (ii) CONTRACTOR's maximum recommended recovery.

Proposed technical service information.

Proposed shipping method and delivery time (estimated calendar days from the time of order placement) for each chemical shipment. State the location(s) where the chemical is manufactured and from where it is shipped. Method of off-loading at the OWNER's site shall also be stated. Antiscalant shall be delivered no later than seven (7) calendar days from the date ordered.

State minimum shipment volume or weight for each delivery at the unit price stated in the proposal.

NSF certification documentation indicating that the antiscalant is acceptable and approved for potable water use by NSF/ANSI Standard 60: Drinking Water Treatment Chemicals -- Health Effects.

Safety Data Sheet for proposed antiscalant chemical.

Documentation from manufacturers of the proposed RO elements (Toray) that the proposed antiscalant is compatible with the membranes.

System Performance Criteria

The antiscalant shall prevent mineral scale fouling on the RO membrane surfaces, allowing the RO membrane elements to operate at a minimum recovery of 75 percent without acid addition.

The total permeate production at maximum design feed flow and recovery for all six RO trains shall be 6.0 mgd.

The antiscalant shall prevent mineral scale formation and disperse inorganic colloids at the design operating conditions of the membrane system and up to the maximum recovery indicated by the CONTRACTOR.

The antiscalant chemical shall be a liquid with proven scale inhibition and colloidal dispersing properties applicable to the SWTP RO feedwater.

The recommended antiscalant chemical must be in use at an RO WTP of greater than 4 MGD capacity. The CONTRACTOR shall have a minimum ten (10) years of experience in the RO water treatment chemical business.

The antiscalant shall be compatible with thin-film composite 8"x 40" spiral wound RO membranes.

Site-specific conditions: The CONTRACTOR shall be responsible for being familiar with the WTP's operation and water quality. The OWNER will provide scheduled access to CONTRACTOR for water quality testing as required on site with the CONTRACTOR's labor and at the CONTRACTOR's cost

Product must be labeled in accordance with OSHA standards

CONTRACTOR shall be equipped with means to offload antiscalant at the delivery site (i.e.: lift gate, barrel dollies, pallet jack, etc...).

Certificate of analysis with percent solids, specific gravity, pH, appearance and date of manufacturer should accompany each delivery.

Provide training for operators at OWNER's site. Provide safe handling instructions.

Technical Support: Conduct any water analyses required to determine suitability of proposed antiscalant chemical for the specified purpose. Specifically, the CONTRACTOR shall provide bi-annual water quality analyses of the combined feed and concentrate at the CONTRACTOR's expense. Based on the analyses, the CONTRACTOR shall verify the appropriateness of the existing dosage, or recommend changes to the dosage if required to prevent scaling.

Ammonium Sulfate (NH<sub>3</sub>SO<sub>4</sub>)

Special Delivery Requirements: Contractor must be able to provide 850-gallon tank in containment and fill the tank as required by the City of Marco Island. The City of Marco Island will accept drum or tote deliveries. The City of Marco Island reserves the right to change blends as necessary to combat its water quality issues with no change in the price.

Description: Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with ANSI/AWWA Standard B302.

Physical Properties: Product shall be 40% NH<sub>3</sub>SO<sub>4</sub> and 60% water in solution as measured by titration and/or specific gravity.

### **Citric Acid(C<sub>6</sub>H<sub>8</sub>O<sub>7</sub>) powder/granulated**

Special Delivery Requirements:

Description: Must be Food Grade approved for use in potable water under Rule 62-555.315 F.A.C. Solution should have a minimum of 35% active ingredients. Current blend is 100% orthophosphate

### **Citric Acid (C<sub>6</sub>H<sub>8</sub>O<sub>7</sub>) liquid**

Special Delivery Requirements:

Description: Must be Food Grade approved for use in potable water under Rule 62-555.315 F.A.C.

### **Carbon Dioxide (CO<sub>2</sub>) – Bulk Deliveries**

Special Delivery Requirements: Tanker Truck

Description: Must be Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with ANSI/AWWA Standard B510-06.

Physical Properties: 99.9% Pure as CO.

### **Sodium Hydroxide (NaOH) – 25% Aqueous Solution**

Special Delivery Requirements: Contractor must have truck lift-gate and barrel dolly.

Description: Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with ANSI/AWWA Standard B501-03.

Physical Properties: Product shall be 49% to 51% solution as measured by titration and/or specific gravity.

**Bulk Lime Deliveries (a.k.a. SM Hical Pebble QL)**

Special Delivery Requirements: Hopper Truck that can be unloaded pneumatically.

Description: White, free-flowing material ranging in size from granular to pebble, along with various smaller size fines of calcium oxide, in homogenous mixture. Must be Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with ANSI/AWWA Standard B202-02.

Physical Properties: Minimum CaO content is 90%. Pebble size IAW AWWA Standard B202-88 ranging in size from power to 3/8". Insoluble matter not to exceed 5%. Not more than 5% of the fines shall pass a No. 100 U.S. Standard sieve and non will be retained on a 3/4" sieve. The material will have sufficient free-flowing characteristics to prevent bridging in the silo walls at the main water treatment plant. If material is found to bridge excessively in storage, this will be sufficient cause to terminate the contract and award to the next lowest bidder. The Contractor will adjust pricing or issue credits if it is discovered that an unusual amount of foreign material is produced by the normal use of his material. The Contractor will also be responsible for any equipment damage (including parts and labor) resulting from foreign materials introduced to the lime feed system from the bulk lime.

**Sodium Hydroxide (Caustic Soda NaOH) – 25% Aqueous Solution**

Special Delivery Requirements: Contractor should state partial load price or full tanker load price. Contractor must fill one 850-gallon tank and one 1800-gallon tank in containment as required by the City of Marco Island. The City of Marco Island will not accept drum or tote deliveries.

Description: Solution should have a minimum of 25% active ingredients.

Physical Properties: Clear, slightly hazy liquid. Boiling point (F) 240, specific gravity 1.27.

**Sodium Hypochlorite solution B-12% (NaOCL bleach)**

Special Delivery Requirements: Contractor should state partial load price or full tanker load price. Contractor must fill seven 850-gallon tank, one 6000-gallon, and one 1800-gallon tank at all five utility locations in containment as required by the City of Marco Island. The City of Marco Island will not accept drum or tote deliveries.

Description: Solution should have a minimum of 12.5% active ingredients. No more than 0.2% NaOH by weight.

Physical Properties: Clear, greenish-yellow liquid, chlorine like odor. Boiling point (F) 212, specific gravity 1.15-1.17 @ 60°F.

**Phosphoric Acid 75% (H3PO4 corrosion inhibitor)**

Special Delivery Requirements: Contractor should state partial load price or full tanker load price. Contractor must fill a 5000-gallon tank in containment as required by the City of Marco Island. The City of Marco Island will not accept drum or tote deliveries.

Description: Must be Food Grade approved for use in potable water under Rule 62-555.315 F.A.C. Solution should have a minimum of 75% active ingredients.

Physical Properties: Clear, colorless liquid with no odor. specific gravity 1.58 @ 77°F No contamination by visual observation.

**Liquid Polymer**

Special Delivery Requirements: The City of Marco Island will only accept tote deliveries.

Description: Polymers must be tested on site at RWPF using facility's biosolids. Interested parties should contact Jon Pratt at 239-450-2272 Mon-Fri 9am-3pm. Qualifications will be determined on a cost/percentage cake, centrate, storage and handling, and other performance relates factors.

Testing; Contractor shall have thirty (30) minutes to line out the equipment to their satisfaction, testing should take place between 9-3pm. Testing will be based on a minimum sludge feed rate of 150 GPM to 300 GPM on a rotating drum thickener. Samples shall be taken every 15 minutes for filtrate, feed WAS, and thickened WAS, three sets for each polymer tested. Duration of each test is 45 minutes. Contractor shall provide 5 gallons of liquid polymer to run test. Quotes must be submitted only the polymer(s) tested.

### **QUALITY ASSURANCE**

Certified Analysis. Contractor shall supply a certification, signed by a corporate designated official, certifying that the chemical furnished by the Contractor, complies with all applicable requirements of this Specification. The certification shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

Sampling and Test of Shipment After Unloading. The City of Marco Island reserves the right to subject samples of any delivered chemical to complete analyses to ensure that it meets the Specification. Three failures during any period of this contract shall constitute automatic termination of the Contractor's supply contract with the City of Marco Island.

### **OCCUPATIONAL HEALTH, SAFETY AND TRAINING**

#### **Contractor Safety Requirements**

Contractor must ensure delivery personnel's compliance with all OSHA requirements, including proper personal protective equipment for Contractor delivery personnel. This shall include without limitation as required, chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

Contractor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills.

Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Contractor must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the user agency and must include the following information:

The Chemical Name and the common name of the toxic substance

The hazards and other risks in the use of the toxic substance, including:

The potential for fire, explosion, corrosivity and reactivity;

The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

The primary routes of entry and symptoms of overexposure.



The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.

The emergency procedure for spills, fire, disposal and first aid.

A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

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

### **SAFETY TRAINING**

**Safe Handling Training.** The Contractor shall provide if requested, an appropriate safe handling training course for any chemical that it supplies within the first month of the contract, to all current City of Marco Island operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no charge to the City of Marco Island.

**Technical Assistance.** The Contractor shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of its chemical in the water treatment or wastewater treatment process. The Contractor shall provide this assistance at no charge to the City of Marco Island.

### **TERMINATION**

In addition to the various statements in this Specification stating the grounds for automatic termination of the Contractor's contract to a specified chemical, and in addition to any other remedies, including the right to obtain cover and charge Contractor for the costs of cover, Contractor's failure to comply with this Specification three (3) times over the duration of this contract shall constitute sufficient grounds for termination of the contract by the City of Marco Island. These failures any three of which can result in termination of the contract, include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the chemical provided to meet the Specification at anytime, failure to provide a certificate of analysis, failure to comply with the safety and OSHA requirements of the Specification, failure to provide drivers with company cell phones, failure to provide licensed drivers, failure to provide requested technical assistance and/or training and failure to respond in a timely manner to any City of Marco Island emergency.

## APPROXIMATE ANNUAL USAGE

| Chemical  | Unit              | SWTP       | NWTP/ raw water | RWPF        |
|---|-------------------|------------|-----------------|-------------|
| Anhydrous Ammonia (NH <sub>3</sub> )  | lbs.              | 5110 lbs.  | 19,000 lbs.     |             |
| Aluminum Sulfate (AL <sub>3</sub> SO <sub>4</sub> ) 50% aqueous solution (bulk delivery, <i>not totes</i> ) | gal               |            | 42,350 gal      |             |
| Antiscalant (RO Membranes)  | drum (50 gal min) | 45 drums   |                 |             |
| Ammonium Sulfate (NH <sub>3</sub> SO <sub>4</sub> )   | gal               |            | 2,250 gal       |             |
| Citric Acid (C <sub>6</sub> H <sub>8</sub> O <sub>7</sub> ) powder/granulated                               | lbs.              | 1 pallet   |                 | 1 pallet    |
| Citric Acid (C <sub>6</sub> H <sub>8</sub> O <sub>7</sub> ) liquid  | gal               |            | 3,000 gal       |             |
| Carbon Dioxide (CO <sub>2</sub> )   | lbs.              |            | 954,000 lbs.    |             |
| SM Hical pebble QL lime (CaO pebble)  | tons              |            | 1,600 tons      |             |
| Sodium Hydroxide (Caustic Soda NaOH) 25% Aqueous Solution   | gal               | 12,045 gal | 3,000 gal       | 10,000 gal  |
| Sodium Hypochlorite solution B-12% (NaOCL bleach)   | gal               | 64,970 gal | 129,330 gal     | 230,000 gal |
| Phosphoric Acid 75% (H <sub>3</sub> PO <sub>4</sub> corrosion inhibitor)                                    | gal               |            | 1,850 gal       |             |
| Liquid Polymer (delivered in totes, provide several products to be tested on site)                          | lbs.              |            |                 | 10 totes    |

**D. INSURANCE REQUIREMENTS**  
**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**ITB No. 16-026**

All entities wishing to perform work for the City of Marco Island will be required to comply with the following minimum insurance requirements.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>□ COMMERCIAL GENERAL LIABILITY LIMITS</li> <li style="padding-left: 20px;">(MUST INCLUDE CONTRACTUAL LIABILITY)</li> </ul> | <ul style="list-style-type: none"> <li>\$ 2,000,000 AGGREGATE</li> <li>\$ 1,000,000 EACH OCCURRENCE</li> <li>\$ 1,000,000 PRODUCTS-OMP/OP</li> <li>\$ 1,000,000 PERS &amp; ADV INJURY</li> </ul> |
|---|--|
  
- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>□ AUTOMOBILE LIABILITY</li> </ul> | <ul style="list-style-type: none"> <li>\$ 1,000,000 COMBINED SINGLE LIMIT (INCLUDE HIRED AND NON-OWNED LIABILITY)</li> </ul> |
|--|--|
  
- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>□ WORKER'S COMPENSATION</li> </ul> | <ul style="list-style-type: none"> <li>STATUTORY</li> </ul> |
|---|---|
  
- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>□ EMPLOYER'S LIABILITY</li> </ul> | <ul style="list-style-type: none"> <li>\$ 1,000,000 EACH ACCIDENT</li> <li>\$ 1,000,000 DISEASE-POLICY LIMIT</li> <li>\$ 1,000,000 DISEASE-EACH EMPLOYEE</li> </ul> |
|--|---|
  
- THE CITY OF MARCO ISLAND, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. CONTRACTOR'S AND/OR SUBCONTRACTOR'S GENERAL LIABILITY SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

THE ABOVE REFLECTS THE MINIMUM REQUIREMENTS FOR WORKING WITH THE CITY OF MARCO ISLAND, FLORIDA. ANY REQUIREMENTS FOUND IN A PARTICULAR JOB'S CONTRACT THAT ARE OF A HIGHER STANDARD WILL PREVAIL.

THE CITY OF MARCO ISLAND, FLORIDA MUST BE GIVEN A CERTIFICATE OF INSURANCE SHOWING THAT THE ABOVE REQUIREMENTS HAVE BEEN COMPLIED WITH. A CURRENT CERTIFICATE OF INSURANCE MUST BE IN THE CITY'S OFFICES BEFORE THE WORK BEGINS. THE CERTIFICATE OF INSURANCE MUST REMAIN CURRENT IN ORDER FOR THE CITY TO ISSUE PAYMENTS TO THE CONTRACTOR OR SUB CONTRACTOR.

- (1) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.
- (2) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.
- (6) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the City with certificates of insurance meeting the required insurance provisions.
- (7) The City of Marco Island must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability.
- (8) The City of Marco Island shall be named as the Certificate Holder. NOTE: The "Certificate Holder" should read as follows:

The City of Marco Island  
50 Bald Eagle Drive  
Marco Island, FL 34145

- (9) **Thirty (30) Days Cancellation Notice is required.**

**E. PROPOSERS CHECKLIST & CERTIFICATION ACKNOWLEDGEMENT**  
**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**ITB No. 16-026**

**THIS SHEET MUST BE SIGNED BY VENDOR**

**IMPORTANT: Sign in the spaces indicated and submit with your bid.**

Bidder should check off each of the following items as the necessary action is completed:

1. The ITB has been signed.
2. Any required forms, qualification statements, etc. have been included.
3. Any addendums (if any) have been signed and included.
4. Bid schedule is included

**By submitting this by I hereby certify that all laboratory facilities performing the testing required by this contract are NELAC certified.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature & Title

Date: \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/ 2016

**F. PROPOSAL SUBMITTAL FORMS**  
**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**ITB No. 16-026**

- Exhibit F-1 Contract Bid Proposal
- Exhibit F -2 Bid Pricing
- Exhibit F -3 Experience & References
- Exhibit F-4 E-Verify
- Exhibit F -5 Certification Regarding Debarment
- Exhibit F -6 Contractor & Business Licenses
- Exhibit F -7 Non Collusion Certificate
- Exhibit F -8 Public Entity Crimes
- Exhibit F -9 Statement of Litigation
- Exhibit F -10 Statement of Contract Performance and Liquidated damages
- Exhibit F -11 Safety Incidents
- Exhibit F -12 Health & Safety Policy Agreement

**EXHIBIT F-1**  
**CONTRACT BID PROPOSAL**

**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**CONTRACT NO. 16-026**

Full Name of Bidder \_\_\_\_\_

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

Place of Business \_\_\_\_\_

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

Email: \_\_\_\_\_@\_\_\_\_\_

State Business License # \_\_\_\_\_ Type: \_\_\_\_\_

To: CITY MANAGER, CITY OF MARCO ISLAND, FLORIDA  
(hereinafter called the Owner)

The undersigned as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion and fraud with any other person, firm or corporation; and that it has carefully examined the location of the proposed work, the proposed forms of Agreement, the Statement of Work and the Contract Drawings (if applicable) and Specifications. Further, the Bidder acknowledges receipt of Addenda as follows:

| Addendum Number | Date Issued | Contractor's Initials |
|-----------------|-------------|-----------------------|
| _____           | _____       | _____                 |
| _____           | _____       | _____                 |
| _____           | _____       | _____                 |

Bidder proposes, and agrees if this Proposal is accepted, to contract with the Owner to furnish work in full, in complete accordance with the attached specifications according to the following unit prices:

\*\*\*SEE FOLLOWING \_\_\_\_\_ PAGES\*\*\*

Signed: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/ 2016

\_\_\_\_\_ Print Name

**EXHIBIT F-2**  
**BID PRICING**

**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**CONTRACT NO. 16-026**

**Bidders can bid on one, any or all chemicals**

|    | <b>Chemical</b>   | <b>Qty</b> | <b>Unit</b>          | <b>Unit Price DELIVERED</b> |
|----|---|------------|----------------------|-----------------------------|
| 1  | Anhydrous Ammonia (NH <sub>3</sub> )  | 1          | lbs                  | \$                          |
| 2  | Aluminum Sulfate (AL <sub>3</sub> SO <sub>4</sub> ) 50% aqueous solution (bulk delivery, <i>not totes</i> ) | 1          | gal                  | \$                          |
| 3  | Antiscalant (RO Membranes)  | 1          | drum<br>(50 gal min) | \$                          |
| 4  | Ammonium Sulfate (NH <sub>3</sub> SO <sub>4</sub> )   | 1          | gal                  | \$                          |
| 5  | Citric Acid (C <sub>6</sub> H <sub>8</sub> O <sub>7</sub> ) powder/granulated                               | 1          | lbs                  | \$                          |
| 6  | Citric Acid (C <sub>6</sub> H <sub>8</sub> O <sub>7</sub> ) liquid  | 1          | gal                  | \$                          |
| 7  | Carbon Dioxide (CO <sub>2</sub> )   | 1          | lbs                  | \$                          |
| 8  | SM Hical pebble QL lime (CaO pebble)  | 1          | tons                 | \$                          |
| 9  | Sodium Hydroxide (Caustic Soda NaOH) 25% Aqueous Solution   | 1          | gal                  | \$                          |
| 10 | Sodium Hypochlorite solution B-12% (NaOCL bleach)   | 1          | gal                  | \$                          |
| 11 | Phosphoric Acid 75% (H <sub>3</sub> PO <sub>4</sub> corrosion inhibitor)                                    | 1          | gal                  | \$                          |
| 12 | Liquid Polymer (delivered in totes, provide several products to be tested on site)                          | 1          | lbs                  | \$                          |

Signed: \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/2016

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



**EXHIBIT F-3**  
**STATEMENT OF EXPERIENCE**

**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**CONTRACT NO. 16-026**

Please list at least at least five projects and only projects that you have completed within the last 5 years or are currently working on.

|                                       |                |    |       |
|---------------------------------------|----------------|----|-------|
| Project Name _____                    |                |    |       |
| Description of Work<br>_____<br>_____ |                |    |       |
| Location _____                        |                |    |       |
| Year 20__                             | Contract Price | \$ | _____ |
| Contact Name _____                    |                |    |       |
| Title & Name of Firm _____            |                |    |       |
| Phone No. _____                       |                |    |       |
| Email: _____@_____                    |                |    |       |

|                                       |                |    |       |
|---------------------------------------|----------------|----|-------|
| Project Name _____                    |                |    |       |
| Description of Work<br>_____<br>_____ |                |    |       |
| Location _____                        |                |    |       |
| Year 20__                             | Contract Price | \$ | _____ |
| Contact Name _____                    |                |    |       |
| Title & Name of Firm _____            |                |    |       |
| Phone No. _____                       |                |    |       |
| Email: _____@_____                    |                |    |       |

Project Name \_\_\_\_\_

Description of Work  
\_\_\_\_\_  
\_\_\_\_\_

Location \_\_\_\_\_

Year 20\_\_\_\_ Contract Price \$ \_\_\_\_\_

Contact Name \_\_\_\_\_

Title & Name of Firm \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

Project Name \_\_\_\_\_

Description of Work  
\_\_\_\_\_  
\_\_\_\_\_

Location \_\_\_\_\_

Year 20\_\_\_\_ Contract Price \$ \_\_\_\_\_

Contact Name \_\_\_\_\_

Title & Name of Firm \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

Project Name \_\_\_\_\_

Description of Work  
\_\_\_\_\_  
\_\_\_\_\_

Location \_\_\_\_\_

Year 20\_\_\_\_ Contract Price \$ \_\_\_\_\_

Contact Name \_\_\_\_\_

Title & Name of Firm \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

Project Name \_\_\_\_\_

Description of Work  
\_\_\_\_\_  
\_\_\_\_\_

Location \_\_\_\_\_

Year 20\_\_\_\_ Contract Price \$ \_\_\_\_\_

Contact Name \_\_\_\_\_

Title & Name of Firm \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

Project Name \_\_\_\_\_

Description of Work  
\_\_\_\_\_  
\_\_\_\_\_

Location \_\_\_\_\_

Year 20\_\_\_\_ Contract Price \$ \_\_\_\_\_

Contact Name \_\_\_\_\_

Title & Name of Firm \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

Project Name \_\_\_\_\_

Description of Work  
\_\_\_\_\_  
\_\_\_\_\_

Location \_\_\_\_\_

Year 20\_\_\_\_ Contract Price \$ \_\_\_\_\_

Contact Name \_\_\_\_\_

Title & Name of Firm \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

**EXHIBIT F-4**  
**E-VERIFY**

**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**CONTRACT NO. 16-026**

The City of Marco Island will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act (“INA”). The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Agency.

You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security's website: [E-Verify Webinars](#)

The Website for E-Verify is: <http://www.uscis.gov/e-verify>

(Contractor/ Architect/Engineer's Signature)

\_\_\_\_\_

Date

\_\_\_\_\_

Name and title of Authorized Signee

\_\_\_\_\_

Name of Corporation, Partnership, Trust, Etc.

**EXHIBIT F-5**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION**

**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**CONTRACT NO. 16-026**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant's Responsibilities).

"The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

\_\_\_\_\_  
Contractor'S Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Name and title of Authorized Signee

\_\_\_\_\_  
Name of Corporation, Partnership, Trust, Etc.

**(SEAL)**

**Past Customers:**

Each Bidder shall provide the names of any customers where its contract was terminated early, debarred, or informed that it was no longer supplying chemicals for safety, quality, or service issues for any product it supplies over the past five years ("terminations").

Customer \_\_\_\_\_  
 Location \_\_\_\_\_  
 Year 20\_\_\_\_ Chemical Supplied \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Title/ Department \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Email: \_\_\_\_\_@\_\_\_\_\_

Customer \_\_\_\_\_  
 Location \_\_\_\_\_  
 Year 20\_\_\_\_ Chemical Supplied \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Title / Department \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Email: \_\_\_\_\_@\_\_\_\_\_

Customer \_\_\_\_\_  
 Location \_\_\_\_\_  
 Year 20\_\_\_\_ Chemical Supplied \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Title / Department \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Email: \_\_\_\_\_@\_\_\_\_\_

Customer \_\_\_\_\_  
 Location \_\_\_\_\_  
 Year 20\_\_\_\_ Chemical Supplied \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Title / Department \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Email: \_\_\_\_\_@\_\_\_\_\_

**EXHIBIT F-6**  
**BUSINESS LICENSES**

**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**CONTRACT NO. 16-026**

**CONTRACTOR & BUSINESS LICENSES**

Attach copies of laboratory certifications and business licenses to this form.



**EXHIBIT F-7**  
**NON-COLLUSION CERTIFICATION**

**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**CONTRACT NO. 16-026**

**This form must be completed and submitted with the bid.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

(Contractor/ Architect/Engineer's Signature

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name and title of Authorized Signee

\_\_\_\_\_  
Name of Corporation, Partnership, Trust, Etc.

**(SEAL)**

**EXHIBIT F-8**  
**SWORN STATEMENT UNDER SECTION 287.133 (3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**CONTRACT NO. 16-026**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 16-026  
For \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(name of entity submitting sworn statement)  
whose business address is: \_\_\_\_\_

\_\_\_\_\_

(if applicable) its Federal Employer Identification Number (FEIN) is  
\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity named (please print name of individual signing) above is  
\_\_\_\_\_.

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

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

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

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

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

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The tem "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, affixed his/her signature in the space provided on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Commission number: \_\_\_\_\_  
Commission expires: \_\_\_\_\_



**EXHIBIT F-10**  
**STATEMENT OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES**

**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**ITB No. 16-026**

Please list all contracts with the City of Marco Island, within the last five (5) years, including a statement of whether each Contract was successfully completed, or if current, within budget and time duration. Also, disclose if you have exceeded the contract time under any of those contracts and had liquidated damages assessed against you by the City.

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**EXHIBIT F-11**  
**SAFETY INCIDENTS**

**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**ITB No. 16-026**

The Bidder shall also provide a detailed listing of all chemical accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years. Failure to disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding.

***ATTACH NARRATIVE OF EACH EVENT***

**EXHIBIT F-12**  
**HEALTH & SAFETY POLICY AGREEMENT**

**WATER AND WASTEWATER TREATMENT CHEMICALS**  
**ITB No. 16-026**

HEALTH & SAFETY POLICY AGREEMENT  
CITY OF MARCO ISLAND

The undersigned hereby certifies that \_\_\_\_\_ (name of firm) has a documented Health & Safety Policy that complies with all applicable Federal, State and local codes, laws, ordinances, rules and regulation of any public body having jurisdiction for the safety of persons or property.

Furthermore, the City of Marco Island maintains its own Health & Safety Policy, which complements existing Federal, State and municipal regulations, codes, laws and ordinances. The undersigned agrees that the contractor will comply with the City's Policy in performance of work for the City. Copies of the M.I.U. Health & Safety Policy are available upon request and a copy will be provided to the contractor prior to start of work.

The Contractor's Health & Safety Officer will coordinate with, and be responsive to, the City's Project Managers and Field Engineers in the application of applicable Safety Policies.

The Contractor's Corporate Health & Safety Officer is:

\_\_\_\_\_ (name)

\_\_\_\_\_ (Cell Phone Number) \_\_\_\_\_(email)

Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

BIDDER

By  
(Signature)

(Position or Title)

(Date)

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

My Commission Expires:  
Notary Public



**G. EXAMPLE OF AGREEMENT**

**WATER AND WASTEWATER TREATMENT CHEMICALS  
ITB No. 16-026**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between \_\_\_\_\_, hereinafter called the "Contractor," and the City of Marco Island, Florida, a political subdivision of the State of Florida, Collier County, hereinafter called the "City."

**WITNESSETH**

- 1. **CITY APPROVAL OF BID/AGREEMENT**: The attached Contractor's bid for ITB #16-026 Water and Wastewater Treatment Chemicals, dated xx/xx/xx, has been approved for contract award.
- 2. **COMMENCEMENT**: Services upon this annual Agreement will be employed on an annual basis commencing on or about October 1, 2016 and ending on September 30, 2019.

The City may, at its sole discretion, extend this Agreement together with all of the terms and conditions contained herein for an additional one (1) three (3) year term. Price increase is limited to the Consumer Price Index for All Urban Consumers (CPI-U) increases for the South Region Size B/C as reported for October to September of each year.

3. **STATEMENT OF WORK**: **Water and Wastewater Treatment Chemicals as defined and specified in the bidding documents.**

1. **COMPENSATION**: The City shall compensate the contractor for the satisfactory performance of work based solely on the services provided as may be ordered by the City from time to time during the term of this Agreement. Payments to the contractor for work completed shall be made in accordance with the bid unit prices.

5. **NOTICES**: All notices from the City to the Contractor shall be deemed duly served if mailed by registered or certified mail to the Contractor at the following address:

Xxxxxxxxxxxxxxxxxxxxxxx

All notices from the Contractor to the City shall be deemed duly served if mailed by registered or certified mail to the City at the following address:

Lina Upham  
Purchasing and Fiscal Analyst  
City of Marco Island  
50 Bald Eagle Drive  
Marco Island, Florida 34145

The Contractor and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

6. **NO PARTNERSHIP:** Nothing herein contained shall create, or be construed as creating, a partnership between the City and the Contractor. Moreover, nothing stated in this Agreement shall be interpreted to indicate in any way that the Contractor is an agent of the City of Marco Island.

7. **PERMITS; LICENSES; TAXES:** In compliance with Section 218.80, F.S., all City permits necessary for the prosecution of the work shall be obtained by the Contractor. Payment of fees for all such permits issued by the City shall be processed internally by the City. All non-City permits necessary for the prosecution of the work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of the City of Marco Island, Collier County, the State of Florida, and the U.S. Government now in force or hereafter adopted. The Contractor further agrees to comply with all laws governing the responsibility of an employer with respect to persons directly or indirectly employed by the Contractor.

8. **NO IMPROPER USE:** The Contractor will not use, nor cause or permit any employee or subcontractor to use or occupy in any manner whatsoever, City or private facilities or properties for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor the City, or its authorized representative, shall deem such conduct on the part of the Contractor to be objectionable or improper. Accordingly, the City shall have the right to suspend this Agreement with Contractor in full or in part. Should the Contractor fail to correct any noted violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension shall continue until the violation is cured. The Contractor further agrees not to commence operations during the suspension period until the violation has been corrected to the satisfaction of the City. The City reserves the right to immediately terminate this Agreement for the foregoing actions or inactions by the Contractor.

9. **TERMINATION:** Should the Contractor be deemed or found to have failed to perform services herein in a professional manner satisfactory to the City in accordance with standards of practice in the industry, and/or the terms and requirements of this Agreement, the City may terminate said Agreement immediately for cause. Moreover, the City may terminate this Agreement for convenience with a seven (7) day written notice to the Contractor. The City shall be the sole judge of non-performance or cause.

10. **NO DISCRIMINATION:** The Contractor agrees not to discriminate against or upon employees or subcontractors as to race, sex, color, creed or national origin.

11. **INSURANCE:** All entities wishing to perform work for the City of Marco Island will be required to comply with the following minimum insurance requirements.

- COMMERCIAL GENERAL LIABILITY LIMITS \$ 2,000,000 AGGREGATE  
 (MUST INCLUDE CONTRACTUAL LIABILITY) \$ 1,000,000 EACH OCCURRENCE  
 \$ 1,000,000 PRODUCTS-OMP/OP  
 \$ 1,000,000 PERS & ADV INJURY
- AUTOMOBILE LIABILITY \$ 1,000,000 COMBINED SINGLE  
 LIMIT (INCLUDE HIRED AND  
 NON-OWNED LIABILITY)
- WORKER'S COMPENSATION STATUTORY
- EMPLOYER'S LIABILITY \$ 1,000,000 EACH ACCIDENT  
 \$ 1,000,000 DISEASE-POLICY  
 LIMIT  
 \$ 1,000,000 DISEASE-EACH  
 EMPLOYEE
  
- THE CITY OF MARCO ISLAND, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED  
 UNDER THE GENERAL LIABILITY POLICY. CONTRACTOR'S AND/OR SUBCONTRACTOR'S  
 GENERAL LIABILITY SHALL BE ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

THE ABOVE REFLECTS THE MINIMUM REQUIREMENTS FOR WORKING WITH THE CITY OF MARCO ISLAND, FLORIDA. ANY REQUIREMENTS FOUND IN A PARTICULAR JOB'S CONTRACT THAT ARE OF A HIGHER STANDARD WILL PREVAIL.

THE CITY OF MARCO ISLAND, FLORIDA MUST BE GIVEN A CERTIFICATE OF INSURANCE SHOWING THAT THE ABOVE REQUIREMENTS HAVE BEEN COMPLIED WITH. A CURRENT CERTIFICATE OF INSURANCE MUST BE IN THE CITY'S OFFICES BEFORE THE WORK BEGINS. THE CERTIFICATE OF INSURANCE MUST REMAIN CURRENT IN ORDER FOR THE CITY TO ISSUE PAYMENTS TO THE CONTRACTOR OR SUB CONTRACTOR.

- (1) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.
- (2) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.

- (3) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the City with certificates of insurance meeting the required insurance provisions.
- (4) The City of Marco Island must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for Commercial General Liability.
- (5) The City of Marco Island shall be named as the Certificate Holder. NOTE: The “Certificate Holder” should read as follows:

The City of Marco Island  
50 Bald Eagle Drive  
Marco Island, FL 34145

- (6) **Thirty (30) Days Cancellation Notice is required.**

12. **INDEMNIFICATION:** The Contractor, in consideration of One Hundred Dollars (\$100), the receipt and sufficiency of which is accepted through the signing of this Agreement, shall hold harmless and defend the City of Marco Island and its agents and employees from all suits and actions, including attorneys fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this Agreement or Work performed hereunder. This provision shall also apply to any claims brought against the City by any employee of the named Contractor, the Contractor’s subcontractor or sub-subcontractor, or anyone directly or indirectly employed by any of them. The Contractor’s obligation under this provision shall not be limited in any way by the agreed upon contract price as listed in Section 4 above, or the Contractor’s limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100) of money received on the contract price herein is considered as payment of this obligation by the City.

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

13. **ADMINISTRATION OF AGREEMENT:** This Agreement shall be fully administered by the Public Works Director or his designee on behalf of the City. The Contractor shall only receive and act upon orders and directives issued by the Public Works Director, his designee, or the City’s Purchasing and Fiscal Analyst.

14. **COMPONENT PARTS OF THIS AGREEMENT:** This Agreement consists of, by reference, the Contract Bidding Documents for: Water and Wastewater Treatment Chemicals, **Contract No. 16-026** and the Contractor’s Bid submittal, attached, and thus made a formal part of the binding Agreement between the City and the Contractor.

15. **Offer Extended to Other Governmental Entities:** The City of Marco Island encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

16. **SUBJECT TO APPROPRIATION:** It is further understood and agreed by and between the parties herein that this Agreement is subject to the continuation of appropriation of funds by the City Council of the City of Marco Island.

**17. Order of Precedence**

In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict obligation under the Contract Documents upon Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date(s) indicated below.

ATTEST:

CONTRACTOR:

\_\_\_\_\_  
Corporate Secretary/Witness

\_\_\_\_\_  
2<sup>nd</sup> Witness (If Not Incorporated)

Date:\_\_\_\_\_

\_\_\_\_\_

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

ITS: \_\_\_\_\_

President (If Incorporated)

[Corporate Seal]

ATTEST:

OWNER:  
CITY OF MARCO ISLAND  
MARCO ISLAND, FLORIDA

\_\_\_\_\_  
Laura Litzan, City Clerk

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

Roger Hernstadt, City Manager

Date:\_\_\_\_\_

\_\_\_\_\_  
Alan Gabriel, City Attorney