



**CITY OF LEESBURG
FLORIDA**

INVITATION TO BID (ITB)

ITB TITLE:	LIQUID SODIUM HYPOCHLORITE		
ITB Number:	150451	Contracting Buyer:	Terry Pollard
Bid Due Date:	August 18, 2015	Pre-Bid Meeting:	None
Bid Due Time:	2:00 P.M.	Issue Date:	August 3, 2015
Brief Description / Purpose			
INVITATION TO BID No. 150451 City of Leesburg, Florida			
<p>The City of Leesburg, Florida is seeking to purchase Liquid Sodium Hypochlorite. Details and specifications are outlined within this Invitation to Bid document. Sealed bids will be received until 2:00 PM, on August 18, 2015 at the office of the Purchasing Manager, 204 N. 5th Street, Leesburg, Florida, 34748. A public bid opening will be held shortly after that time at the same location.</p> <p>Registered vendors may obtain a copy of the ITB online at www.publicpurchase.com. A copy may also be obtained by e-mailing a request to purch@leesburgflorida.gov or by calling (352)728-9880.</p> <p>Publish: Public Purchase August 3, 2015</p>			
Bid Package Distribution			
<p>The City of Leesburg uses Public Purchase (www.publicpurchase.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.leesburgflorida.gov/purchasing/bids.aspx for further information.</p> <p>Registration with Public Purchase <u>is required</u> in order to download and view solicitation documents. Should time not permit please contact the Purchasing Division at (352) 728-9880 or by e-mail at purch@leesburgflorida.gov to obtain a solicitation document(s).</p>			

① Novakem

② Orange County, FL

③ SDS

SECTION 1 – SPECIAL TERMS & CONDITIONS

ST-1. Purpose – The purpose of this solicitation is to purchase Liquid Sodium Hypochlorite supplies. Delivery locations are provided in Section 2.

ST-2. Information or Clarification - For information concerning procedures for responding to this ITB, technical specifications, etc., utilize the question & answer feature provided by Public Purchase. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or solicitation procedures will be valid only if transmitted by written addendum (See addendum section of Public Purchase Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

ST-3. Eligibility – Responses will only be considered from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services requested in this solicitation. The City may request vendors not known to them to provide verifiable evidence they are regularly engaged in providing or distributing the goods and/or performing the services being requested. Such evidence will be provided within 24 hours of the request for such evidence. The City may further request verifiable business references. Should the City be unsuccessful in verifying the business references or receives negative feedback the vendor will be deemed non-responsive and will not be considered for award. The City will be the sole determinant as to whether an award will be made to a vendor that has not previously conducted business with the City.

It is strongly suggested that vendors not having a past business relationship with the City provide their evidence of experience and business references with their bid response.

ST-4. Designated Procurement Representative - Questions concerning any portion of this solicitation shall be directed in writing [e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than three (3) working days before the bid opening date.

Terry Pollard, Senior Buyer
City of Leesburg | Purchasing Department
204 N. 5th Street, Leesburg, FL 34748
Phone: 352-728-9880 | E-mail: purch@leesburgflorida.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Purchasing Division for the City of Leesburg.

ST-5. Restricted Discussions – From the date of issuance of this solicitation until final City action, vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated

procurement representative and any relevant written document promulgated by the designated procurement representative.

ST-6. Delivery of Solicitation Response - To be considered for award, a response to this ITB must be received and accepted in the Purchasing Division, the date and time established within the solicitation. Allow sufficient time for transportation. Any bid received after this time shall not be considered. Late bids received will be retained by the Purchasing Division as required by Florida public records law.

Each sealed envelope shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the solicitation closing.

Delivery IN PERSON	THIRD PARTY CARRIER i.e., Fed-Ex, UPS
PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA 34748	PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA 34748

ELECTRONIC SUBMISSIONS BY ANY MEANS WILL NOT BE ACCEPTED.

The City STRONGLY ENCOURAGES interested vendors to register with Public Purchase.

ST-7. Bid Tabulation – All bids that have been received in a timely manner will be opened by Purchasing Staff and prices recorded. A Final Bid Tabulation will be distributed when the awarded vendor(s) have been determined. The bids will be available for inspection in the Purchasing Division during normal business hours following issuance of a Final Bid Tabulation.

ST-8. Local Vendor Preference - (Applicable to projects whose cost is \$25,000 or greater.)
The City of Leesburg applies a Local Vendor Preference (LVP) for the purchase of personal property, general services, and professional services where the total purchase cost is \$25,000 and greater by means of competitive bid, request for proposals, qualifications or other submittals and competitive negotiation and selection. Except where federal or state law/requirements mandate to the contrary, preference shall be given to Local Vendors in the following manner:

- a. **“Tier I Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services from the City of Leesburg.
 - i. **Tier I Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier I Local Vendor in the amount of five percent (5%) of the bid price or \$25,000, whichever is less.

- b. **"Tier II Local Vendor"** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
- i. **Tier II Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier II Local Vendor in the amount of two percent (2%) of the bid price or \$10,000, whichever is less.

The Local Vendor preference will be applied only to the items/amount used for purposes of bid evaluation and determining award.

Bidders wanting a copy of the entire policy can receive one by making a request by e-mail to purch@leesburgflorida.gov or by calling the purchasing office at (352) 728-9880.

ST-9. **Tie Bids** - In the case of a tie in the best and final bid/offer between a Local Business Enterprise and a non-local business, contract or purchase award shall be made to the local business. Should there be a tie between one or more Local Business Enterprises the Local Business Enterprise closest to City of Leesburg City Hall located at 501 West Meadow St. as determined by the Purchasing Manager shall be awarded the contract or purchase.

ST-10. **Method of Award** - City reserves the right to award to multiple vendors. Award will be made to the bidder(s) submitting the lowest responsive bid and deemed responsible. Determination of low bid will consider the City's Local Vendor Preference when applicable.

- a. **Time of Delivery** - Time of delivery will be considered in determining award as this material is to be used in an upcoming construction project. Award to a higher cost bidder (even when including LVP) may be made should the lower cost bidder not be able to deliver the material prior to the project start date.

ST-11. **Method of Payment**

- All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative.
- Failure to submit invoices in the prescribed manner will delay payment.
- Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

ST-12. **Price Bid** - Unit price bid includes freight and all expenses. Prices are FOB: Leesburg, FL.

ST-13. **Labor, Materials, and Equipment Shall be Supplied by the Vendor** - Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the City.

ST-14. **Shipping Terms, F.O.B. Destination - Inside Delivery:** The F.O.B. point for any product ordered as a result of this solicitation shall be F.O.B. Leesburg, Florida 34748.

ST-15. Delivery Location – Items and quantities of items orders shall be delivered to the locations indicated in Section 2.

ST-16. Term of Contract - The City seeks a firm-fixed price for the date of initial award through September 30, 2018. The performance period under this contract shall commence upon the date of the purchase order and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and accepted by the City's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

ST-17. Option to Renew - The City may renew the agreement for additional terms not to exceed an aggregate of three (3) years, if mutually agreed upon by the contractor and the City. Prices shall remain firm for all orders placed during the term of the contract; price escalation may be allowed only in accordance with the following provision.

ST-18. Cost Adjustments - The cost for all items as bid herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry. 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 contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

ST-19. Acceptance of Goods or Services - The goods delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the City and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the City reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action

taken by the City under this clause. The City will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the City on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the City in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the City for any contract or financial obligation.

Products will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptability, appropriate invoicing, and warranty conditions.

ST-20. Warranty – The vendor agrees that, unless expressly stated otherwise in the bid, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor or manufacturer gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the City by any other provision of this solicitation.

ST-21. Risk of Loss - The vendor assumes the risk of loss of damage to the City's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the City. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the City, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of any subsequent contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

ST-22. Insurance and Indemnity Requirements

- a) **Scope of Insurance** - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, contract or lease. The following are the required insurance types and amounts. The City shall not change these requirements given the nature and risk involved in the type of work performed under a resulting Agreement.
 - All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
 - The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

- The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
 - The provisions of the required insurance are subject to the approval of the CITY'S Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - All liability insurance, except professional liability, shall be written on an occurrence basis.
 - The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, contract or lease.
- b) **Indemnification** - The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, attorneys' losses, and costs, including, but not limited to, reasonable fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the contract.
- c) **Certificate of Insurance** - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, contract or lease begins.
- Except for workers' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
 - The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
 - The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

- d) **Comprehensive General Liability** - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).
- For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.
- e) **Business Automobile Liability** - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- f) **Workers' Compensation** - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

TECHNICAL SPECIFICATIONS

(REQUIREMENTS CONTRACT FOR LIQUID SODIUM HYPOCHLORITE 12.5%)

1. GENERAL

It is estimated that the City of Leesburg will require approximately 287,255 gallons annually. The quantities (see below Item 3 - Delivery Requirements) indicated are estimates for bidding purposes only. They are not to be construed as minimum or maximum quantities that the CITY is obligated or limited to purchase.

The intent and purpose of this specification document is for delivery of liquid Sodium Hypochlorite in bulk (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B-300-99, latest revision for Hypochlorite, except as modified or supplemented herein, to multiple locations of the City of Leesburg's Water Department (CITY).

2. BIDDER QUALIFICATION/SUBMITTALS

2.1 Bid Sample: Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from the Bidder's manufacturing facility which would serve the CITY to one of the approved testing laboratories listed in this Specification for analysis.

- The laboratory shall ascertain whether the Bidder's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time).
- The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the Bidder's sealed bid.
- Failure to submit a sample or meet the requirements of the Specification shall result in the Bidder being disqualified.

2.2 Other Samples: Further, the CITY reserves the right to take samples from the 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.

The Bidder shall provide a customer contact and phone number in Lake, Marion, or Orange County whereby the CITY may obtain sample of Bidder's product to confirm it for compliance with the Specification. The CITY may choose to obtain a sample from this customer or from any of Bidder's customers to ensure compliance with the Specification. In such event, the CITY shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of this Specification shall result in the Bidder being disqualified.

2.3 Safety

2.3.1 Contractor must meet or exceed all requirements of the: Federal Occupational and Safety Health Act (OSHA) of 1970 and current amendments thereto for all phases of operation, protection, maintenance and handling; Department of Transportation (ICC) Regulations for Storage and Transportation; and State of Florida Regulations for Sewer/Water Treatment Plant and SAF Regulations.

2.3.2 Material Safety Data Sheet - In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), the contractor shall furnish a Material Safety Data Sheet (MSDS) with the initial delivery (one time basis). The MSDS must include the following information:

- The chemical and common names of the toxic substance;
- The hazards or risks in the use of the toxic substance;
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the toxic substance;
- 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;
- The year and month (if available) the MSDS information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Written certification that any MSDS so provided is current, accurate, complete, and in full compliance with the law. The parties hereby stipulate that, as between them, the foregoing matters are important and material and that any breach of the terms of this provision is a material breach of this contract.

2.3.3 Emergency Contact - Contractor must provide a contact person and a telephone number for emergency response on a 24-hour basis.

2.3.4 Contractor is responsible for complying with all federal, state and local laws concerning fulfilling its obligations for manufacture and delivery of chlorine.

2.3.5 Contractor must deliver chlorine within four (4) working days or LESS upon receiving order.

3. DELIVERY REQUIREMENTS

3.1 The Contract Awardee/Contractor shall make "normal" deliveries within 48 hours after receipt of order 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 Water Department from running out of sodium hypochlorite in less than 24 hours. The CITY Water Department shall endeavor to minimize the number of "emergency" deliveries.

3.2 All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to the five (5) locations as identified in 3.3 below. The sites have limited access and smaller than normal Transportation/delivery equipment may be required.

3.3 The five (5) delivery locations and associated storage tanks, volumes and daily estimated usage are as follows:

- a) Royal Highlands Water Treatment Facility, 21747 Royal Saint George Lane, Leesburg, Florida 34748.

One 1,500 Gallon Tank Daily Usage: 38 Gallons

- b) Highlands Lakes Water Treatment Facility, 26800 Cash Court, Leesburg, Florida 34748.

Two 600 Gallon Tanks Daily Usage: 22 Gallons

- c) Turnpike Wastewater Reclamation Facility, 1600 CR 470, Okahumpka, Florida 34762.

Two 1,600 Gallon Tanks Daily Usage: 165 Gallons

- d) Canal Street Wastewater Reclamation Facility, 628 North Canal Street, Leesburg, Florida 34748

Three 9,500 Gallon Tanks Daily Usage: 337 Gallons

- e) Main Water Treatment Plant, 223 South 5th Street, Leesburg, Florida 34748

Three 1,050 Gallon Tanks Daily Usage: 225 Gallons

3.4 Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00 A.M. and 2:00 P.M. Requests to deviate from this schedule must be confirmed with CITY representatives 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 CITY representatives so delivery personnel can gain access to the facility.

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

3.6 All delivery personnel must have sufficient means and equipment to facilitate deliveries to unmanned and manned facilities.

3.7 The CITY at its discretion reserves the right to change quantities and delivery dates of any previously scheduled delivery with a 24-hour advance notice.

3.8 The Contractor/representative shall be responsible for pumping liquid sodium hypochlorite into the storage tanks at the delivery site and shall provide all necessary hoses, fittings, air-paddling; pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. Contractor/representative shall furnish a CITY approved, leak-free connection device between the vehicle and CITY's intake receptacle. Contractor/representative 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).

3.9 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 delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The CITY reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

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

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

3.11 All delivery vehicle drivers shall have a proper commercial driver's license issued through the State of Florida with the proper endorsements for the material(s) being carried.

3.12 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, the 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.

4. PRODUCT MATERIAL REQUIREMENTS

4.1 Hypochlorite supplied to the CITY under any subsequent purchase order resulting from this ITB shall be tested and certified as meeting the Specification, the AWWA Standard B300-99, latest revision and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

4.2 It is the responsibility of the Contractor to inform the CITY that Contractor's NSF or UL certification has been revoked or lapsed within 24 hours of the time the Contractor receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the Agreement.

4.3 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 125 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.5 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

4.4 The liquid sodium hypochlorite shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It 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.

4.5 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

4.6 Liquid sodium hypochlorite delivered under this Specification shall have not more than 0.15% insoluble matter by weight.

4.7 Liquid sodium hypochlorite delivered under ITB shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L

4.8 The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

4.9 The suspended solids in the sodium hypochlorite delivered under any subsequent purchase order 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 Nova Chem and previously referenced in this Specification.

5. QUALITY ASSURANCE, SAFETY AND TRAINING

5.1 Sampling and Testing

5.1.1 All Sampling and Testing shall be in accordance with EPA and AWWA B300- 99 standards, latest revision and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, and Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

5.1.2 The approved laboratories are listed below for all sampling and No other Laboratory shall be used unless authorized by the CITY.

Nova Chem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

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

Xenco Laboratories
10200 USA Today Way
Miramar, FL 33025
Ph: 305-823-8500

5.1.3 Sampling and Testing Prior to Unloading: The Contractor's transportation equipment shall have a sample port to provide a sample for analysis prior to hooking up and transferring the load to a CITY storage tank. At the sole discretion of the CITY's representative, the Contractor's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before transferring the load to a CITY storage tank.

The CITY will supply the sample container and the driver shall collect the sample from the transportation equipment and turn it over to a City representative. The sample shall be considered representative of the load.

The City reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids.

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 shall allow the vendor to transfer the load.

Any load tested by the CITY that fails to comply with the Specification shall constitute grounds for rejection of that load. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, the CITY has the right to procure a shipment from another source. Three rejections of a load or shipment during any period of this purchase order shall constitute grounds for automatic termination of the Contractor's purchase order from the CITY.

No payment shall be made for sodium hypochlorite that is rejected.

5.1.4 Sampling and Test of Shipment after Unloading: The City reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-99 specifications, latest revision, and the Specification. Three failures during any period of the contract Agreement shall constitute grounds for automatic termination of the Contractor's authority to provide liquid sodium hypochlorite to the CITY.

5.1.5 Certified Analysis: Contractor shall supply an affidavit with each delivery, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Contractor, complies with all applicable requirements of this Specification and AWWA Standard B300-99, latest revision. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.5.2 Manufacturer's Laboratory Delivery Reports.

5.2 Manufacturer's Laboratory Delivery Reports

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

5.2.2 The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sodium Hypochlorite
- Percent by Weight Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

5.2.3 No deliveries will be accepted by the CITY unless accompanied by said certified laboratory report for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the Specification. Failure to comply with this provision three (3) times during the Agreement period shall constitute sufficient grounds for termination of the Agreement from the CITY.

5.3 Quarterly Reports

5.3.1 At the issuance of the Agreement and every 90 days, the Contractor shall utilize one of the approved testing agencies listed in this Specification to analyze a sample of the liquid sodium hypochlorite delivered to the CITY. The Contractor shall supply the sample container and the driver shall collect the sample from the transportation equipment. This sample will be given to the CITY representative at the time of the sample and the CITY representative shall forward the sample to the approved authorized testing agency. Any failure to comply with the Specification shall constitute grounds for termination of the Agreement by the CITY.

5.3.2 Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the price bid.

6. OCCUPATIONAL HEALTH AND SAFETY

6.1 The Contractor shall ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for vendor delivery personnel, including without limitation 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.

6.2 Material Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from the Contractor must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS 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.
- Any questions regarding this requirement shall be directed to:

Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center, Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

6.3 Emergency Plan of Action and Safety Training

6.3.1 Within 30 days of award of the Agreement for the supply of liquid sodium hypochlorite by the CITY, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for the CITY to follow in case an emergency supply of liquid sodium hypochlorite is needed.

The Contractor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers who live within sixty miles of Leesburg) and telephone contact numbers (24-hour contact numbers) within 30 days of award to supply liquid sodium hypochlorite. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor.

This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts.

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, Chapter 252, Part II, Florida Statutes.

The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall indemnify and hold the CITY harmless for any failure to properly report and /or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of the CITY.

6.3.2 Safe Handling Training. The Contractor shall provide an appropriate safe handling training course for liquid sodium hypochlorite within the first month of the purchase order, to current CITY Water operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the purchase order period. The Contractor shall provide this assistance at no charge to the CITY.

6.3.3 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 liquid sodium hypochlorite in the water treatment process. The Contractor shall provide this assistance at no charge to the CITY.

7. TERMINATION

The Purchasing Manager by written notice may terminate any resultant Agreement and/or purchase order awarded in accordance with ITB 150451 in whole or in part, when it is in the City's interest, or for failure(s) to comply with the specification. If the resultant Agreement is terminated, the City shall be liable only for payment under the payment provisions of the Agreement for supplies rendered before the effective date of the termination.

Performance failures which can result in termination of the purchase order, include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the liquid sodium hypochlorite 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 requested technical assistance and/or training, and failure to respond in a timely manner to any CITY liquid sodium hypochlorite emergency.

8. SECURITY PROVISIONS

8.1 All Shippers and Contractors associated in any way to the final Agreement established for liquid sodium hypochlorite shall provide the CITY with a summary of the actions taken to reduce the possibility of criminal activity during packaging and shipment of products and materials to CITY facilities.

8.2 The Contractor (and their transportation companies, if applicable) shall send a list of names of representatives that are authorized to enter CITY facilities on their behalf. This list will be kept current with any personnel changes being reflected on the list.

8.3 All delivery personnel must have a photo ID and appropriate company identification.

8.4 All Contractor personnel must sign in and out of CITY facilities. The purpose of their visit will be verified and validated by CITY personnel.

8.5 Chemical deliveries will strictly follow any CITY bulk off-loading policy and procedure where applicable.

8.6 No unscheduled or after-hours deliveries will be accepted without written permission from the City representative.

8.7 All deliveries must be made through the main entrance of each facility.

9. TERM OF CONTRACT AND SPECIAL CONDITIONS

9.1 The successful Contractor shall promptly enter into a Requirements Type Contract with the City of Leesburg, Florida upon notice of award selection. On Requirements bids, contract award shall bind the City and authorized municipal agencies to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements for the City and do not constitute a maximum or minimum.

9.2 Quantities stated herein are given as a general guide for bid purposes only and are not guaranteed amounts. The contract will be for the City's total requirements and may be less or greater than those indicated by the Schedule of Bid Items.

9.3 The successful Bidder shall commence work under any subsequent Contract awarded through with IIB 150451, with adequate personnel and equipment, commencing on a date to be specified in a written Agreement approved by the City Commission continuing through September 30, 2018, with option(s) to renew not to exceed an additional three (3) years.

9.4 Delivery Orders against the contract shall be placed with the contractor in the form of a Purchase Order. Prices shall remain firm for all orders placed during first 12 months of the contract; price escalation may be allowed only in accordance Section 1, Item ST-17 (Cost Adjustments).

9.5 While this ITB is prepared on behalf of the City of Leesburg, it is intended to apply for the benefit of governmental agencies/jurisdictions as though they were expressly named throughout the document. Each agency/jurisdiction may purchase from the successful Bidder under the same terms and conditions of the contract with the City of Leesburg, in accordance with each agencies/jurisdictions respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs provided in the contract. Individual using agencies shall be responsible for their product ordering and payment of invoices. Invoices shall be submitted to the addresses indicated on Purchase Orders.

9.6 Using agencies shall each be responsible for their product ordering and payment of invoices. Invoices shall be submitted to the addresses indicated for deliveries on the Purchase Orders.

9.7 Submission of a bid constitutes a representation on behalf of the prospective supplier that all requirements of these specifications have been reviewed, considered, and understood. All requirements of these bidding documents must be met unless the bidder specifically makes an exception in writing. Any and all exceptions must accompany the bid.

SECTION 2 - GENERAL TERMS AND CONDITIONS

GT-1. DEFINITIONS

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Contract:** The agreement to provide the goods or perform the services set forth in this solicitation.
 - 1.2.1. **Purchase of Goods -** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a City purchase order.
 - 1.2.2. **Performance of Services -** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.3. **Contractor:** The vendor to whom award has been made.
- 1.4. **City:** Shall refer to City of Leesburg, Florida.
- 1.5. **Firm:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.
- 1.6. **Interested Party:** The terms professional, contractor, vendor, firm, company, offeror, respondent etc. . . is used interchangeably in this document. Each reference when used refers to any entity that is participating or is interested in participating in this solicitation.
- 1.7. **In Writing -** Unless otherwise designated 'In Writing' includes submitting documents or questions through the electronic bid system, *Public Purchase*, currently used by the City.
- 1.8. **Modification:** A written change to the terms of a contract.
- 1.9. **Bid, Offer, Submittal, Proposal or Response:** Shall refer to any bid offer, proposal, or response submitted in regard to this Invitation to Bid that if accepted would bind the Offeror to perform the resultant contract.
- 1.10. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective firms and to solicit submittals (in the form Offers) from them.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award (see Item 12 below).
- 1.12. **Respondent:** Shall refer to anyone submitting a response to an Invitation to Bid (ITB) or Request for Proposal (RFP).
- 1.13. **Responsive:** Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB or RFP. Their bid, offer, proposal or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, proposals or submittals from interested parties.
- 1.15. **Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, respondent, etc.

The City has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.

GT-2. INSTRUCTIONS TO RESPONDENTS

- 2.1. **Addenda -** The Purchasing Division may issue an addendum in response to any inquiry received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The offeror should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the offerors responsibility to ensure receipt of all addenda and any accompanying documentation. The offeror is required to submit with its offer a signed "Acknowledgement of Addenda" when any addenda have been issued. Failure to acknowledge each addendum may prevent the offer from being considered for award.

- 2.2. **Respondent Eligibility** – It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:
- 2.2.1. Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
 - 2.2.2. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
 - 2.2.3. Be able to comply with the required or proposed delivery or performance schedule;
 - 2.2.4. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
 - 2.2.5. Have a satisfactory record of integrity and business ethics; and
 - 2.2.6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 2.3. **Contents of Solicitation and Respondents' Responsibilities** – It is the responsibility of the respondent to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the offeror will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.
- 2.4. **Request for Additional Information** - Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than seven (7) days prior to the bid opening date. Oral answers will not be authoritative.
- 2.5. **Requests/Questions** – Interested firms are encouraged to submit their questions electronically through *Public Purchase*. If this is not possible questions may be faxed to the attention of the Purchasing Department at (352)326-6618 or submitted via e-mail at purch@leesburgflorida.gov. You must reference the solicitation number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the time and date indicated on the summary sheet.
- 2.6. **Restricted Discussions** – From the date of issuance of this solicitation until final City action (contract execution), vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- 2.7. **Questions Regarding Specifications Or Bid Submittal Process** - To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.
- 2.7.1. All questions relative to interpretation of specifications, scope of services or the qualifications submittal process shall be addressed in writing as indicated below, in ample time before the period set for the receipt and opening of the proposals. No inquiries, if received after the deadline for questions will be given any consideration. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the solicitation which, if issued, will be made available to all prospective offerors no later than two (2) days before the date set for receipt of the Responses.
 - 2.7.2. It will be the responsibility of the offerors to contact the Purchasing Division prior to submitting to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the submittal.
- GT-3. **Award** – Award may be made to the source which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City will be the sole judge of its best interest.

- GT-4. **Assignment** – The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.
- GT-5. **Basis For Bidding** - The total amount bid shall be based on unit prices and/or lump sum(s) according to the Bid Schedule form of the bid. Any quantities shown in the Bid Response Form documents are estimates for the purpose of arriving at a total bid price for Bid Response comparison.
- GT-6. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- GT-7. **City is Tax Exempt** - The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The City will provide an exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.
- GT-8. **Collusion Among Firms** - Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- GT-9. **Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondents firm or any of its branches.
- GT-10. **Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work, the Pricing Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Price Section, the Statement of Work, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
- GT-11. **Continuation of Work** – Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.
- GT-12. **Contract Extension** – The City has the unilateral option to extend any contract resulting from this solicitation for up to ninety (90) calendar days beyond the current contract period. In such event, the City will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the City and the vendor(s). Exercise of the above options requires the prior approval of the Purchasing Manager.
- GT-13. **Cost of Preparing Proposal** - All costs incurred by the Offeror for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Offeror. The City of Leesburg will not reimburse any Offeror for any such costs.

- GT-14. **Copeland "Anti-Kickback" Act** - The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- GT-15. **Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.
- GT-16. **Execution of Contract** - The firm to whom a Contract is awarded will be required to execute two (2) original contract documents within ten (10) days from the date of notice of acceptance of the Offer, and deliver these executed instruments to the City of Leesburg Purchasing Division.
- GT-17. **Governing Law/Jurisdiction** - The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
- GT-18. **Interpretation of Contract Documents** - Each Bidder/Offeror shall thoroughly examine the Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder/Offeror should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation thereof to Purchasing Department, P.O. Box 490630, Leesburg, Florida 34748, Email to: purch@leesburgflorida.gov, (352) 728 9880, FAX (352) 326-6618 at least seven (7) days before the date of the formal opening of Responses in order that appropriate addenda may be issued by the Purchasing Manager, if necessary, to all prospective Offerors.
- 18.1. Any such interpretation will be made only through the issuance of a written addendum, a copy of which will be so mailed or delivered to each prospective Offeror who has submitted Response documents. The Purchasing Manager will not be responsible for oral interpretation given either by him or by a member of his staff, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Offeror to direct the attention of the Purchasing Manager to errors or discrepancies will not relieve the Offeror, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Leesburg.
- GT-19. **Inspection and Acceptance Of Materials Or Services** - The material and/or services provided under any contract awarded in accordance with this solicitation shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City. Materials and/or services must comply with all the terms herein. In the event the material and/or service supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Materials shall be returned to the seller at the seller's expense. The City may take up to 15 days to complete their inspection of materials or services. The inspection period will be used to determine if the item meets the specifications requested and is fit for its intended use. Payment will be authorized upon final acceptance.
- GT-20. **Liability** - The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Agreement which may result from this Bid Response.
- GT-21. **Non-appropriation** - The vendor understands and agrees any and every Purchase Agreement is subject to the availability of funds to the City to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the City, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the City anticipates using to pay its obligations hereunder, and the City has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under Contract. The City may terminate a Purchase Agreement, with no further liability to the vendor, effective the first day of a fiscal period provided that:
- 21.1. a non-appropriation has occurred, and
- 21.2. The City has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.

- 21.3. Upon the occurrence of such non-appropriation the City shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
- GT-22. **Other Agencies** - With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name, delivery locations and legal jurisdiction.
- GT-23. **Price Bid** - The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.
- GT-24. **Prompt Payment** - It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.
- GT-25. **Protests** - Protests must be submitted in writing to the Purchasing Manager at 204 N. 5th Street, Leesburg, FL 32748 no later than three (3) business days after the day the Notice of Intent to Award is issued on Public Purchase. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadline will not be considered. The Purchasing Manager will respond to protests no later than 7 business days from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Division shall be final.
- GT-26. **Public Entity Crimes** - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."
- GT-27. **Public Records Law** - The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses submitted.
- GT-28. **Qualifications of Respondents** - The City of Leesburg reserves the right before awarding the contract, to require the respondent to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.
- 28.1. The respondent is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- 28.2. Any respondent may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- 28.3. Respondents must possess any and all required licenses to perform and complete the work necessary in this project. The respondent must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.
- GT-29. **Quantities** - The City reserves the right to adjust quantities stated in this solicitation. Available funding versus prices bid may affect actual quantities ordered. The City may choose to increase or decrease quantities stated in the documents depending on the circumstance. The City is not obligated to place any order for a given amount subsequent to the award of this solicitation. The City may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the City be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

- GT-30. Responsibility of Respondent To Inform Himself As To All Conditions Relating To Project** - The respondent, by and through the submission of his response, agrees that he shall be held responsible for having theretofore examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.
- GT-31. Responsiveness (Bids/Proposals)** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation's essential requirements may be rejected.
- 31.1. An effective bid/proposal will be formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The bid/proposal must demonstrate to the City that the respondent is highly qualified with regard to each requirement in the solicitation.
- GT-32. Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see the solicitation Definitions).
- 32.1. The City of Leesburg does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Leesburg. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Bidder/Offeree having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to finance the contract, the contract will be awarded for that Respondent. If such lowest Cost exceeds such amount, the City may reject all Responses or may award the contract on the lowest Cost Response less such deductible alternates or schedules of work which are listed in the Cost Proposal Forms, as produces a net amount which is within the available funds.
- GT-33. Rules, Regulations and Licenses** – The awarded vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the provision of the goods and/or services specified in this solicitation. Lack of knowledge by the Bidder will in no way be relief from responsibility.
- GT-34. Signature Of Vendor** - The vendor shall sign the proposal response form (Proposers Certification) in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the office signing the Response in behalf of the corporation shall be stated and evidence of his authority to sign the Response shall be submitted. The vendor shall state in the Response the name and address of each person interested herein.
- GT-35. State Registration Requirements** – Any corporation submitting a bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- GT-36. Subcontracting** – Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without prior written consent of the City. The ability to subcontract may be further limited by the ability to subcontract may be further limited by the Special Terms and Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.
- GT-37. Time Allowed** – Professional will provide services in an expeditious manner which meets the mutually agreed upon schedule.

GT-38. **Warranty** - All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty. This paragraph does not apply to Solicitations for professional services covered by Chapter 287.055, Florida Statutes.

GT-39. **Wage Rates/Equal Employment Opportunity** - Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.

GT-40. **Withdrawal of Bids/Proposal** - Any response to this solicitation may be withdrawn **prior** to the due date and time specified in the solicitation document and any addenda.

[END OF SECTION]