



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Water and Wastewater Chemical Purchases 2020**
BID NUMBER: **2020-24**
BID OPENING DATE & TIME: **July 14, 2020 at 2:00 PM**
BID OPENING LOCATION: **1st Floor Training Room, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach, Florida, 32174**
PRE-BID MEETING DATE & TIME: **N/A**
PRE-BID MEETING LOCATION: **N/A**

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or 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 for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

BID SECURITY: Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond as at. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

CONTRACT TIME: The initial term of this agreement shall be for a period of one (1) year and will be automatically renewed each year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. **The max term of this contract cannot exceed three (3) years.**

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG
Ref: Fla. Stat. §119.0701(2016)**

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

WATER AND WASTEWATER CHEMICAL PURCHASES 2020

Bid No. 2020 - 24

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed original of the complete Bid packet and one (1) electronic pdf format copy with all required attachments, by the closing date and time. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid in writing to the City's Purchasing Coordinator, Robert Schattie, or by e-mailing robert.schattie@ormondbeach.org. All questions must be received by no later than July 6th, 2020 at 5:00 p.m.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Attachment A** for the City's registration and risk management requirements.

QUANTITIES:

The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the bidder plead misunderstanding or deception because of such estimate of quantities.

COST ADJUSTMENTS:

The Contractor is required to provide a firm price, as stated in subparagraph (a), for the initial three (3) year term of this Contract for the Services provided. Upon any exercise of contract renewal, but no later than ninety (90) days before the end of each contract period, the Contractor may request a rate adjustment subject only to changes in mutually-agreed, nationally recognized, indices (for example: Consumer Price Index), changes in the scope of work, changes in the location of land application sites, changes in energy or chemical costs, and changes in applicable laws, rules, regulations, or directives. Any change in the rates stated in subparagraph (a) shall be negotiated by the parties, and approved by the City Commission of the City, in its absolute discretion, in advance of the effective date of any such change. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

BIDS:

All bids submitted shall be a delivered price. Bids shall be F.O.B. the City of Ormond Beach point of use. Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Anhydrous Ammonia Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days 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 Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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 Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking anhydrous ammonia.

The tanks or trailers shall be clean and free of residue that may contaminate the 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 referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser'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 stop the source of the leak. If the leak is not stopped, the Purchaser 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 the Contractor. If the Purchaser'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.

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 Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

<p style="text-align: center;">Biological Larvicide Quantity: Approximately 2 – 3 Pallets</p>

General Description of Services

Biological larvicide for the purpose of controlling midge flies and redworms shall be supplied for use at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174.

The biological larvicide shall be a US EPA-registered liquid containing a species of bacteria called *bacillus thuringiensis (BT)*, an approved larvicide for controlling red worms and midge flies in wastewater treatment plants. The larvicide works to eliminate the flies from the start of their life cycle by killing the red worms, which survive by eating MLSS and then hatching into midge flies before repeating the cycle. The bacteria shall only be harmful to the larvae of midge flies, mosquitos, and black flies. The larvicide shall be harmless and nontoxic to all other aquatic creatures and will not cause effluent toxicity issues.

The larvicide shall be in liquid form, and shall be AquaBac Xt, or equivalent.

Dosage: The dosages suggested herewith are based upon an average flow of 5 MGD. During periods of an initial and subsequent annual high dosing phases, the larvicide shall be split evenly between the reaeration tanks and the secondary clarifiers at a rate of 12.5 gallons injected twice per week. Thereafter, maintenance doses of the larvicide shall be routinely introduced into and split evenly between the secondary clarifiers at a rate of 6.25 gallons per week.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in the form of a pallet. Each pallet shall contain 135 gallons per pallet. The pallet shall consist of 27 individual non-ferrous containers with each container holding a volume of 5 gallons per container. The containers shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 1 to 2 pallets. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days 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 Purchaser from running out of

referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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 Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

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 Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

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 Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

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 Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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 Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Caustic Soda.

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 referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser'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 Caustic Soda. If the spill is not cleaned up, the Purchaser 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 the Contractor. If the Purchaser'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.

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 Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Corrosion Inhibitor Quantity: approximately 18 – 23 totes
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General Description of Services

Corrosion Inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Corrosion Inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

- Polyphosphate/Orthophosphate Blend Ratio 30%/70%
- Active Ingredients (Total PO4) 33% minimum
- Appearance Clear and slightly hazy
- pH 4 to 7
- Specific Gravity 1.31 to 1.44

Corrosion Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days 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 Purchaser from running out of

referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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 Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

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 Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

<p style="text-align: center;">High Calcium Bulk Quicklime Quantity: approximately 900 – 1,100 tons</p>

General Description of Services

High Calcium Bulk Quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The High Calcium Bulk Quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

- The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
- Section 1.4.1 through 1.4.2 shall be omitted.
- High Calcium Bulk Quicklime will be delivered as solid (price per ton)
- Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.
- The bidder must submit a certified analysis, as to the composition of the product with the bid.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.
- Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days 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 Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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 Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

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 Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

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

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

<p style="text-align: center;">Liquid Carbon Dioxide Quantity: approximately 170,000 – 200,000 pounds</p>

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days 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 Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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 Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Liquid Carbon Dioxide.

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 referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser'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 stop the source of the leak. If the leak is not stopped, the Purchaser 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 the Contractor. If the Purchaser'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.

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 Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

- Sodium Hypochlorite by weight ≥ 10.85 per cent
- Hypochlorite ≥ 120 g/L
- Iron < 0.3 mg/L
- Copper < 0.03 mg/L
- Nickel < 0.03 mg/L
- Chlorate $< 2,000$ mg/L
- Bromate < 15 mg/L
- Sodium Hydroxide Between .15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications (“safety incidents”) for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor'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 bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

Sampling and testing shall be in accordance with EPA and AWWA B300-04 standards 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>. The approved laboratories are listed below. Contactor may use another laboratory, but that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to meet the following Minimum Detection Limits (MDL): (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20 mg/L; and (4) Chlorine/Excess Caustic 0.1%. Contractor shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

Approved Testing Agency

NovaChem 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
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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 Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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 referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser'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 sodium hypochlorite. If the spill is not cleaned up, the Purchaser 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 the Contractor. If the Purchaser'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.

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 Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with

digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Ormond Beach reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-04 specifications, and the supplemental specifications included with this document. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis may result in termination of the supply contract for the sodium hypochlorite.

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

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

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and a 1,000 gallon tank located at 35 Breakaway Trail and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

<p style="text-align: center;">Polymer (Biosolids Dewatering) Quantity: Approximately 42 - 48 Totes</p>

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton
- Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days 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 Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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 Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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 referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser'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 aluminum sulfate. If the spill is not cleaned up, the Purchaser 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 the Contractor. If the Purchaser'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.

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 Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1–1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days 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 Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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 Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

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 Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD
Hydranautics Membranes: CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: **This is a partial list** of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

<p style="text-align: center;">Solid Anionic Polymer Quantity: approximately 4,000 – 5,500 pounds</p>

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall contact Michael Dunn, at (386) 676-3583.

Polymer will be delivered as solid (price per pound)

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days 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 Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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 Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

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 Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Ormond Beach
WATER AND WASTEWATER CHEMICAL PURCHASES 2020
Bid No. 2020 – 24

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

BID RESPONSE FORM
(continued)

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, Contractor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, Contractor or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

WATER AND WASTEWATER CHEMICAL PURCHASES 2020

Bid No. 2020 - 24

Bid Form

The undersigned, as bidder, hereby declares that he/she has carefully examined the specifications for the **ANNUAL SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

Item No.	User	Chemical Description with approximate range of annual usage	Unit of Measure	Unit Cost
1	W	ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	lb.	
2	WW	BIOLOGICAL LARVICIDE - approx. 2 – 3 pallets with 135 gallons/pallet	pallet	
3	WW	CALCIUM HYPOCHLORITE - approx. 7 – 8 pallets with 1000 gallons/pallet	pallet	
4	W	CAUSTIC SODA - approx. 3 – 4 drums @ 55 gal/drum	drum	
5	W	CORROSION INHIBITOR - approx. 18 - 23 totes	tote	
6	W	HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	
7	W	LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	lb.	
8	W&WW	LIQUID SODIUM HYPOCHLORITE - approx. 280,000 gallons – 320,000	gal.	
9	WW	POLYMER (BIOSOLIDS DEWATERING) - approx. 42 – 48 totes	tote	
10	W	SCALE INHIBITOR - approx. 12 – 14 totes	tote	
11	W	SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	lb.	

The bid basis for the contract award is the unit price for the individual item. This form must be completed and returned with your bid.

City of Ormond Beach

WATER AND WASTEWATER CHEMICAL PURCHASES 2020

Bid No. 2020 - 24

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT

LITIGATION STATEMENT

- [] To the best of our knowledge, the undersigned Contractor has no potential conflicts of interest due to any other clients or contracts for this project.

- [] The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

- [] The undersigned Contractor has had no litigation on any project in the last five (5) years.

- [] The undersigned Contractor, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

CITY OF ORMOND BEACH **LOCAL VENDOR PREFERENCE**

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the Contractor's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.

- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the Contractor's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called *Principal*) and

(hereinafter called *the Surety*) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2020 - 24

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

**ATTACHMENT A
CITY OF ORMOND BEACH
VENDOR/ CONTRACTOR REGISTRATION & INSURANCE REQUIREMENTS**

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Not required.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. **Hold Harmless**

- (a) **General**

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or

which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of “Best’s Key Rating Guide”, published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers’ Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.