

CITY OF ST. AUGUSTINE

**REQUEST FOR BIDS
(SERVICES)**

The City of St. Augustine ("City") requests that interested parties respond to the solicitation below by August 13, 2024. Further information is available through Onvia DemandStar or the City's website at www.citystaug.com. Request for Bid packages may be obtained from Onvia DemandStar www.demandstar.com [(800) 711-1712] or by contacting the City of St. Augustine by emailing or calling Laura Morse at lmorse@citystaug.com or 904-201-8837.

**BID NUMBER 24052
PURCHASE AND DELIVERY OF CHEMICALS
FOR THE WATER AND WASTEWATER TREATMENT PLANTS**

The City of St. Augustine is seeking vendors for the purchase and delivery of chemicals used for the treatment of water and wastewater.

**EVERY REQUEST FOR WRITTEN INTERPRETATION OR CORRECTION MUST BE
RECEIVED BY AUGUST 5, 2024**

BIDS ARE DUE NOT LATER THAN 2:00 P.M. EDT ON AUGUST 13, 2024.

BIDS WILL BE PUBLICLY OPENED AT 2:00 P.M. EDT ON AUGUST 13, 2024.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven (7) days prior to the proceeding at the address given on notice. Telephone: Laura Morse (904)201-8837; or 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service.

Contents

INSTRUCTIONS TO RESPONDENTS	3
1. DEFINITIONS	3
2. PROCUREMENT CONTACT	3
3. WHERE TO DELIVER BID	3
4. BID DUE DATE	3
5. BID OPENING	3
6. PREPARATION AND ORGANIZATION OF BID DOCUMENTS	4
7. INQUIRIES AND ADDENDA	4
8. MINIMUM QUALIFICATIONS	5
9. BID GUARANTY	5
10. SUBCONTRACTS	5
11. SIGNATURE AND CERTIFICATION REQUIREMENTS	5
12. LOCAL BUSINESS PURCHASING	6
13. DISQUALIFICATION OF RESPONDENTS	8
14. LOBBYING	9
15. REJECTION OF BIDS	9
16. WITHDRAWAL OF BIDS	9
17. AWARDING THE AGREEMENT	9
18. EXECUTION OF AGREEMENT	10
19. EXAMINATION OF DOCUMENTS AND WORK AREA	10
20. DIVERSITY	11
21. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS	11
22. FLORIDA SALES TAX	11
23. NOTICES AND SERVICES THEREOF	11
24. PROTEST PROCEDURES	11
FORMS	13
BID FORM	13
COST SCHEDULE	14
COST SCHEDULE (Continued)	15
CERTIFICATE AS TO CORPORATION	16
AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL	
CONFORMANCE WITH SPECIFICATIONS	17
QUALIFICATIONS — GENERAL	18
QUALIFICATIONS — SIMILAR PROJECTS	19
DRUG-FREE WORKPLACE FORM	20
NO RESPONSE FORM	21
PRICE AGREEMENT	22

INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document or purchase order ("Agreement") that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the City, the Bid submitted by Respondent, and all required certifications and affidavits.

2. PROCUREMENT CONTACT

All inquiries related to this solicitation should be directed to the Procurement Contact:

Laura Morse Phone: 904-201-8837 Fax: 904-825-1051 Email: lmorse@citystaug.com
--

3. WHERE TO DELIVER BID

All bids must be submitted in sealed envelopes with the Bid number and Bid opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering to:

City of St. Augustine Request for Bids #24052 Attention: General Services Department 75 King Street, Lobby D, 4 th Floor St. Augustine, Florida 32084
--

Please note that the United States Postal Service does not deliver regular mail or express mail to the above physical address. The City's experience is that Federal Express and United Parcel Service will. Respondents should allow sufficient time for delivery to either address.

4. BID DUE DATE

Bids are due by 2:00 p.m. EDT on AUGUST 13, 2024.

5. BID OPENING

Respondents or their authorized agents are invited to attend the Bid opening. The bids will be opened, read aloud and recorded at 2:00 p.m. EDT on AUGUST 13, 2024, at the following time and place:

City of St. Augustine 75 King Street Lobby D, 4 th Floor General Services Conference Room St. Augustine, Florida 32084

The Florida Public Records Act, Section 119.071(1)(b), F.S., exempts sealed bids from inspection, examination, and duplication until such time as the City issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to Section 120.57(3)(a), F.S., or within 30 days after the bid opening, or final replies, whichever comes first. This exemption is not waived by the public opening of the bids.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the bid is a trade secret as defined in Section 812.081, F.S., and exempt from disclosure pursuant to Section 815.04, F.S., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The City reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

6. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:

- a. Bid Form.
- b. Cost Schedule.
- c. Certificate as to Corporation.
- d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications.
- e. Qualifications (General and Similar Projects).
- f. Drug-Free Workplace Form (not required unless there is a tie bid).

Respondents must submit the original, one (1) copy and one (1) USB of their bid package in the form and manner specified below. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid item or the entire work described in the Agreement (the "Work") in figures as indicated by the spaces provided. In the event you decline to submit a bid, the City requests submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a bid.

Respondents should review the draft Contract provided and seek private legal counsel should they have any questions or concerns.

BY SUBMITTING A BID PACKAGE, RESPONDENTS ACKNOWLEDGE THAT THE CITY'S STANDARD CONTRACT FORM WILL BE USED. ANY DELAYS CAUSED DUE TO RESPONDENT'S FAILURE TO ACCEPT THE TERMS OF THE STANDARD CONTRACT FORM AFTER THE SUCCESSFUL BID HAS BEEN AWARDED MAY RESULT IN REJECTION OF THE BID.

7. INQUIRIES AND ADDENDA

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents or to correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the interpretation or correction must be given by the Procurement Contact and must be in writing. The Procurement Contact may orally explain the City's bidding procedures and assist Respondents in referring to any applicable provision in the solicitation documents, but

this ultimately responsible for submitting the bid in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine (9) days prior to opening of bids in order to be considered August 5, 2024. Requests may be submitted by e-mail to lmorse@citystaug.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than six (6) days prior to the date fixed for the opening of bids August 13, 2024.

Submission of a bid constitutes acknowledgment of receipt of all addenda. Bids will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the bid, as submitted. All addenda become part of the Agreement.

8. MINIMUM QUALIFICATIONS

Respondent must use the "Qualification" forms (GENERAL and SIMILAR PROJECTS) provided in the solicitation documents to document the minimum qualifications listed below. Failure to include these forms with the bid may be considered non-responsive.

- a. Respondent must have fill rate of at least two (2) On-time-and-Complete (OTC) deliveries of similar commodities in the past three (3) years. Each commodity sale must have an annual value of at least the approximate annual usage of each chemical identified on the Cost Schedule on Page 15. One of the deliveries must have been completed prior to July 1, 2021.

Irrespective of the minimum qualifications stated above, the City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The City reserves the right to reject any bid if the evidence submitted by such Respondent and/or the City's independent investigation of such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the City within the time period specified.

9. BID GUARANTY

For the purposes of this solicitation, a bid guaranty is not required.

10. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding 10% of the Total Bid Cost on the attached "Proposed Subcontractors" form. Respondent must submit with its bid a list of all known subcontractors who will be paid more than 10% of the Total Bid Cost. Acceptance of the bid does not constitute approval of the subcontractors identified with the bid.

11. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a bid must sign his/her name on same and state his/her address and the name and address of every other person interested in the bid as principal. If a firm or partnership submits the bid, state the name and address of each member of the firm or partnership. If a

corporation submits the bid, an authorized officer or agent must sign the bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the bid or in substantial performance of the Work have been identified in the bid forms.

12. LOCAL BUSINESS PURCHASING

I. Policy Statement

The City Commission hereby adopts a Local Business Purchasing Preference Policy as set forth herein.

II. Definitions

- A. *Construction services* means all labor, services and materials provided in connection with the construction, alteration, repair, demolition, reconstruction or any other improvements to a City facility or real property.
- B. *General services* means support services performed by an independent contractor requiring specialized knowledge, experience or expertise that includes, but is not limited to, pest control, janitorial services, laundry services, catering services, security services, lawn maintenance services and maintenance of equipment.
- C. *Goods* means, but is not limited to, supplies, equipment, materials and printed matter.
- D. *Local business* means the vendor holds a valid business tax receipt issued by the City of St. Augustine or St. Johns County issued at least one (1) year prior to bid or proposal submittal and uses a business address physically located within the territorial limits of St. Johns County in an area zoned for the conduct of such business, from which the vendor operates a business or performs business services on a day-to-day basis, provided that a substantial component of the goods or services being offered go to the City of St. Augustine. Firms which provide goods or services which are exempt from City of St. Augustine and St. Johns County business tax receipt requirements shall be required to submit documentation satisfactory to the City demonstrating the physical business presence of the firm within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide, prior to recommendation for award, a copy of the current and valid business tax receipt issued at least one (1) year prior to bid or proposal submission or copies of other documentation demonstrating the physical business presence of the vendor within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission.
- E. *Principal place of business* means the “nerve center,” the place where the Respondents or the Respondent’s corporate officers direct, control and coordinate the activities of the Respondents. If the Respondents operates only one (1) business location, such business location shall be considered its Principal Place of Business.

- F. *Professional services* means advice, instruction or specialized work from an individual, firm or corporation specifically qualified in a particular area. "Professional services," for the purposes of this definition, shall not mean those services procured pursuant to Section 287.055, Florida Statutes.

III. Local Preference Procedure

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods, general services, construction services or professional services under the City's procurement policy shall give preference to local businesses in the following manner:

- A. In purchasing of, or letting of contracts for procurement of goods, materials, general services, professional services or for construction of improvements to real property or existing structures for projects estimated not to exceed \$250,000, in which pricing is the major consideration, the City may give a preference to local businesses in making such purchase or awarding such contract as follows:

Request for Bids:

- 1) If the low responsive and responsible Respondent is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses submitting a price within up to five percent (5%) of the low bid shall have an opportunity to submit a best and final bid equal to or lower than the low bid and which matches the terms and conditions of the low bid.
- 2) The award, if any, shall be made to the responsive and responsible Respondent offering the lowest best and final bid.
- 3) All best and final bids shall be received within five (5) business days following receipt of written notification of rebid opportunity by the City.

Request for Proposals:

- 1) If the highest ranked, responsive and responsible Respondent is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses receiving a final ranking within up to five percent (5%) of the highest ranked Respondent shall have an opportunity to submit a best and final proposal, which meets all the requirements of the solicitation, for evaluation.
 - 2) The award, if any, shall be made to the responsive and responsible Respondent receiving the highest ranking.
 - 3) All best and final proposals shall be received within five (5) business days following receipt of written notification of resubmittal opportunity by the City.
- B. Ties in the best and final bid or proposal shall be resolved in the following order: Local Business, other business. If a tie still exists, then the tie may be broken using the tie breaker criteria in the solicitation documents.

IV. Waiver

The application of local preference to a particular purchase, contract or category of contracts may be waived upon written recommendation of the Director of General Services and approval of the City Manager or his/her designee.

V. Other Preferences

The preferences established herein in no way prohibit the right of the City of St. Augustine to compare quality of materials proposed for purchase and to compare qualifications, past performance, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the City of St. Augustine from giving any other preference permitted by law instead of the preference authorized herein.

VI. Exemption of Certain Contracts

Co-operative purchases shall be exempt unless all participants in the co-operative purchase agree to apply this local preference resolution. In addition, particular categories of contracts may be exempted from application of local preference upon determination by the City Manager that such exemption serves the best interest of the City.

13. **DISQUALIFICATION OF RESPONDENTS**

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the bid:

- a. Submission of more than one bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names.
- b. Evidence of collusion among Respondents.
- c. Submission of materially false information with the bid.
- d. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work.
- e. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the City, may hinder or prevent the prompt completion of the Work if awarded to Respondent.
- f. Failure of Respondent to adequately perform on any existing contract with the City.
- g. Default of Respondent on a previous contract with the City.
- h. Failure the evidence submitted by Respondent, or the City's investigation of Respondent, to satisfy the City that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the City and within the time period specified.
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the City's objectives for the Work.

14. LOBBYING

Respondents shall not contact, lobby or otherwise communicate with any City of St. Augustine employee, including any member of the City Commission, other than the above referenced individual from the point of advertisement of the solicitation until contract(s) are executed by all parties, per City of St. Augustine Procurement Policies and Procedures Manual, Section II, Page 69, "Procedures Concerning Lobbying". According to City policy, any such communication shall disqualify the vendor, contractor or consultant from responding to the subject Request for Bids, Request for Proposals, Invitation to Negotiate, or Request for Qualifications. The City reserves the right to accept or reject any/all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of the City. The City also reserves the right to award the base bid and any alternates bids in any combination that best serves the needs of the City.

15. REJECTION OF BIDS

Bids must be delivered to the specified location and received before the bid opening in order to be considered. Untimely bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids, or other material irregularities. The City may consider incomplete any bid not prepared and submitted in accordance with the provisions specified herein and reserves the right to waive any minor deviations or irregularities in an otherwise valid bid.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION THAT IT IS NOT IN BEST INTEREST OF THE CITY TO AWARD THE AGREEMENT.

16. WITHDRAWAL OF BIDS

Respondent may withdraw its bid if it submits such a written request to the City prior to the designated date and hour of bid opening. Respondent may be permitted to withdraw its bid no later than 72 hours after the bid opening for good cause, as determined by the City in its sole judgment and discretion.

17. AWARDING THE AGREEMENT

The Bid will be awarded to the responsive, responsible Respondent(s) submitting the lowest per unit price. The City reserves the right to make award(s) by individual commodities, on an item-by-item basis, and to issue multiple awards based on any combination of the commodities listed on the Cost Schedule.

The Bid may be awarded to multiple responsive, responsible Respondents, being the Respondents with the lowest Unit Price who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the City's acceptance of any alternatives listed in the bid that the City deems in its best interest.

If two (2) or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with Section 287.087, F.S., *via* the Drug-Free Workplace Form or two (2) by lot.

The City reserves the right to award the Agreement to the next lowest available Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.

All Respondents will be notified of the City's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under Section 120.57(3), F.S., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

18. EXECUTION OF AGREEMENT

Submittal of a bid binds the Successful Respondent to perform the Work upon acceptance of the bid and execution of the Agreement by the City.

Unless all bids are rejected, a contract substantially in the form included in these solicitation documents will be provided to the Successful Respondent, who must execute and return the Agreement to the City within ten (10) days of the date of receipt, along with the following:

- a. A completed Internal Revenue Service Form W-9.
- b. Satisfactory evidence of all required insurance coverage.
- c. Proof satisfactory to the City of the authority of the person or persons executing the Agreement on behalf of Respondent.
- d. All other information and documentation required by the Agreement.

The City will not execute the Agreement until the documents described above have been executed and delivered to the City. The Agreement will not be binding until executed by the City. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The City reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the City so elects, for annulment of the recommended award.

19. EXAMINATION OF DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is solely responsible for carefully examining the general area of the Work, the requirements of the contract documents, including drawings if applicable, related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its bid. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No oral agreement or conversation with any City officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

20. DIVERSITY

The City is committed to the opportunity for diversity in the award and performance of all procurement activities. The City encourages its Prime Respondent to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE, DBE and SBE) are given the opportunity for maximum participation as second and lower tier participants. The City will assist Respondents by sharing information on W/MBEs to encourage their participation.

21. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with Sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted or discriminatory vendor lists.

22. FLORIDA SALES TAX

The City is exempt from payment of State of Florida sales tax pursuant to Section 212.08(6), F.S. Any tangible personal property that is the subject of this solicitation is intended to remain tangible personal property and not become part of a public work owned by the City.

23. NOTICES AND SERVICES THEREOF

The City will publish notice of specifications and criteria, including addenda, intended agency decisions or other matters pertinent to this solicitation on Onvia DemandStar at *Demandstar.com*.

Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices will be posted for a minimum of seventy-two (72) hours following the time at which they are deemed received. The time period for filing a Notice of Bid Protest commences at the time notices are deemed received.

As a courtesy to Respondents, the City may send copies of the notices of intended agency decisions *via* e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

24. PROTEST PROCEDURES

A. Who May File A Protest:

Any Respondent who is aggrieved in connection with a bid or award of bid or contract may file a protest with the Director of General Services. Protests relating to cancellation of request to bid and protests relating to the rejection of all bids are not permitted.

B. Time for Filing:

A Respondent must file a protest within three business days after such aggrieved person knew or should have known of the facts giving rise to the protest, provided the bid award or contract has not been approved by the City Commission or the contract has not been fully executed if City Commission approval is not necessary. A protest is deemed filed when received by the Director of General Services.

C. Form of Protest:

A protest must be written and filed with the Director of General Services, Post Office Box 210, St. Augustine, FL 32085-0210. A protest must state all grounds upon which the protesting party asserts that the bid or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.

D. Procedures:

- 1) Any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this bid, must file a Notice of Protest within three (3) business days after receipt of this bid. The protester must also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
- 2) No additional time shall be added for mailing. All filings shall be received by the Director of General Services at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085 within the prescribed time periods. The City shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.
- 3) Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within three (3) business days after receipt of the decision or intended decision. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
- 4) No additional time shall be added for mailing. All filings shall be addressed to and received by the Director of General Services at City Hall in St. Augustine, Florida within the prescribed time periods. Failure to file a protest within the time prescribed the protest procedures shall constitute a waiver of protest proceedings.

FORMS**BID FORM****(This form to be included in Bid submittal)****RESPONDENT:**

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entity(ies) interested in this solicitation as principal(s), or as persons or entities who are not principals of the Respondent but that are substantially involved in performance of the Work, is or are named herein and that no person or entity other than herein identified has any interest in this Bid or in the Agreement to be entered into; that this Bid is made without connection with any other person, company, or parties making a bid; and that this Bid is in all respects fair and made in good faith without collusion or fraud.

Respondent represents to the City that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the bid opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its bid is accepted, Respondent shall contract with the City in the form of the attached Agreement, shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of receipt of the following addenda (identified by number) received:

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

Respondent's name: _____

Name of Authorized Representative, if applicable:

Signature: _____

Date: _____

COST SCHEDULE

(This form to be included in Bid submittal)

Bid is due by 2:00 p.m. EDT on AUGUST 13, 2024.

Bids to be opened at 2:00 p.m. EDT on AUGUST 13, 2024.

To: City of St. Augustine

In accordance with the advertisement requesting bids for the PURCHASE AND DELIVERY OF CHEMICALS FOR THE WATER AND WASTEWATER TREATMENT PLANTS, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule.

The City expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the City.

The City reserves the right to purchase certain material/equipment items outright and may request Contractor supply cost for installation/labor only for such items.

The City of St. Augustine reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids on the required materials or services. The City also reserves the right to award the contract to the Respondent whose bid is deemed by the City to most advance the public interest.

Respondents are reminded to refer to "PREPARATION AND ORGANIZATION OF BID DOCUMENTS" for information to be included with the Bid package.

The rates must be in alignment with industry standards. If the rates are deemed to be unreasonable, the City may consider the Bid as being non-responsive and has the option to reject the Bid.

RESPONDENTS ARE INVITED, BUT NOT REQUIRED, TO BID ON ANY OR ALL CHEMICALS. One contract will be awarded for each chemical or combination of chemicals. Should the Successful Respondent be unable at any time to accomplish the Work, the Respondent submitting the second lowest bid for the same chemical may be contacted to provide the required chemical. Costs must include, but not be limited to, equipment, labor, supervision, and incidentals necessary to complete all activities for the delivery of the chemicals.

COST SCHEDULE (Continued)
(This form to be included in Bid submittal)

Chemical	Approximate Annual Usage (quantities are not guaranteed)	Unit Cost
Sodium Hydroxide	12,000 gallons	\$_____ / per gallon
Sodium Hypochlorite	260,000 gallons	\$_____ / per gallon
Sulfuric Acid	225 tons (54,000 gallons)	\$_____ / per gallon
Clarifloc SE	23,000 lbs. (10 totes @ 2,300 lbs/per tote)	\$_____ / per pound

I HEREBY ACKNOWLEDGE, as Respondent or Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this Bid and that upon award of such Bid, shall fully comply with such terms and conditions.

Date

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

Typed name and title

Fax number

CERTIFICATE AS TO CORPORATION

**(This form must be completed and included in Bid submittal
or the Bid will be determined to be Non-Responsive)**

The below Corporation is organized under the laws of the State of _____, is authorized by law to respond to this Request for Bids and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the State of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing Bid as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project and provide the same information requested above on a photocopy of this form.

If applicable, attach a copy of a certificate to do business in the State of Florida, or a copy of the application that has been accepted by the State of Florida to do business in the State of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

**AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL
CONFORMANCE WITH SPECIFICATIONS**

**(This form must be completed and included in Bid submittal
or the Bid will be determined to be Non-Responsive)**

STATE OF _____

COUNTY OF _____

I, the undersigned, _____, being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:
_____,
the Respondent that has submitted the attached bid or proposal.
2. The attached bid or proposal is genuine, true and correct. It is not a collusive or sham bid or proposal.
3. I am fully informed regarding the preparation and contents of and am fully knowledgeable of all pertinent circumstances regarding the attached bid or proposal.
4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham bid or proposal in connection with the Agreement for which the attached bid or proposal has been submitted; to refrain from bidding in connection with such Agreement; in any manner, directly or indirectly, to seek by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached bid or proposal or the bid or proposal of any other Respondent or proposer; to fix any overhead, profit, or cost element of the attached bid prices or the bid price of any other Respondent or proposer; or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any other person interested in the proposed Agreement.
5. The price(s) quoted in the attached bid or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the City, whose salary or compensation is payable in whole or in part by the City, is directly or indirectly interested in this bid or proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications in the Agreement, and the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the City.

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public, State of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

**(This form must be completed and included in Bid submittal
or the Bid will be determined to be Non-Responsive)**

As part of the Bid, Respondent shall complete the following form in order for the City to determine Respondent's ability, experience, and resources for performing the Work.

Name of Respondent: _____

Respondent's tax identification No.: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name:

Total number of years Respondent has experience in similar work described in item 8 of the Instructions to Respondents: _____

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this Bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this Bid. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

QUALIFICATIONS — SIMILAR PROJECTS

**(This form must be completed and included in Bid submittal
or the Bid will be determined to be Non-Responsive)**

Respondent must have fill rate of at least two (2) On-time-and-Complete (OTC) deliveries of similar commodities in the past three (3) years. Each commodity sale must have an annual value of at least the approximate annual usage of each chemical identified on the Cost Schedule on Page 15.

Similar Commodity Sale No. 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Similar Commodity Sale No. 2 (must be prior to July 1, 2021):

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

DRUG-FREE WORKPLACE FORM

The Respondent, (business name) _____, in accordance with Section 287.087, F.S., hereby certifies that Respondent satisfies the following requirements:

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the contractual services that are under bid, 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, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are under bid a copy of the statement specified in paragraph 1, above.
4. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
5. Imposes a sanction on, or requires 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.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

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

By: _____

Title _____

Date: _____

**NO RESPONSE FORM
CITY OF ST. AUGUSTINE**

**BID NUMBER 24052
PURCHASE AND DELIVERY OF CHEMICALS
FOR THE WATER AND WASTEWATER TREATMENT PLANTS**

Your reasons for not responding to this Request for Bids are valuable to the City of St. Augustine's procurement process. Please complete this form and return it to the Division of Purchasing no later than the date set for receipt of bids. Thank you for your cooperation.

Please check (as applicable):

- _____ Specifications too "general" (explain below)
- _____ Insufficient time to respond to the Request for Bids
- _____ Do not provide this type of work for this project
- _____ Schedule would not permit us to perform
- _____ Unable to meet bid specifications
- _____ Specifications unclear (explain below)
- _____ Disagree with solicitation or Agreement terms and conditions (explain below)
- _____ Other (specify below)

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE _____

TYPED NAME AND TITLE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

**PRICE AGREEMENT
AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE (CITY) AND XXXX
(VENDOR/Contractor) FOR THE PURCHASE AND DELIVERY OF CHEMICALS
FOR THE WATER AND WASTEWATER PLANTS**

This AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (the “City”), whose mailing address is P. O. Box 210 St. Augustine, Florida 32085-0219 and VENDOR/CONTRACTOR, whose mailing address is XXXXXXX.

Vendor/Contractor responded to the City’s RFB #24052 on XXXXX and was awarded the contract.

Accordingly, in addition to the attached Purchase Order Terms and Conditions, the City and Vendor/Contractor agree to the following:

- The Agreement shall be effective upon execution by both parties, commencing on October 1, 2024 date and shall expire on September 30, 2027, This Agreement may be renewed by mutual and written consent of each party for no more than two (2) terms up to three (3) consecutive years for each term.
- **COST OF LIVING INCREASES** A Consumer Price Index (“CPI”) – based Cost Schedule increase may be requested in writing no later than three (3) months before the contract anniversary date (September 30). The increase will be limited to the Unadjusted percentage change for All Urban Consumers, not to exceed five percent, for the twelve-month timeframe beginning three months before the contract renewal date. Example: Contract expiration September 30, the CPI will be based on the May index.
- **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, “Fiscal Year” is defined as the period beginning on October 1 and ending on September 30.
- The City shall provide the specifications, receipt point location and details with each Purchase order. The City’s Purchase order shall identify the amount of product needed along with identification of any special delivery, schedule or other requirements. The City makes no guarantee as to the actual amount that will be purchased.
- The City’s Project Manager will determine the method best suited for issuing each order. Vendor/Contractor guarantees the bid price as awarded in RFB #24052 through the term of the Agreement. The Vendor/Contractor shall deliver to the City as specified within the City’s Purchase Order unless otherwise agreed to by City staff.
- Vendor/Contractor must notify the City within ten (10) days of any action of lapse that results in Vendor/Contractor no longer meeting the minimum qualification criteria in the solicitation.

- The City may terminate the Agreement without cause upon thirty (30) days written notice. In such event, Vendor/Contractor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, the city may terminate the Agreement for cause on ten (10) days written notice and opportunity to cure in the event of any material breach hereof. Upon termination, the City may take possession of and finish the Work by whatever method(s) the city deems expedient.
- **COMPLIANCE WITH PUBLIC RECORDS ACT**

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:

Telephone: (904) 825-1007
 Email: recordsrequest@citystaug.com
 Mailing Address: City of St. Augustine
 Darlene Galambos, City Clerk
 Public Records Custodian
 P.O. Box 210
 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, 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.
3. 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.
4. 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 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's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
 7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.
- **EMPLOYMENT ELIGIBILITY.** Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.
 - **USE OF CITY SEAL.** Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.
 - **RESPONSIBLE VENDOR DETERMINATION.** Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
 - **EFFECT OF BANKRUPTCY.** The Agreement will be deemed terminated upon the City being put on notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.
 - **HEAT PROTECTION AND REGULATIONS.** Contractor must comply with all state and federal heat exposure laws.

****To be used for corporations**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year written below.

CITY OF ST. AUGUSTINE, FLORIDA,
A municipal corporation

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

By: _____
David Birchim, City Manager

Date: _____

ATTEST:

Corporate Secretary
(SEAL)

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

Exhibit A: Scope of Work / Specifications
Exhibit B: General Terms and Conditions for City Purchase Orders
Exhibit C: Insurance Requirements

****To be used for LLC and Individual**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year written below.

CITY OF ST. AUGUSTINE, FLORIDA,
A municipal corporation

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

By: _____
David Birchim, City Manager

Date: _____

CONTRACTOR

Signed, sealed and delivered
in the presence of:

Witness

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Witness

Printed Name: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

Exhibit A: Scope of Work / Specifications

Exhibit B: General Terms and Conditions for City Purchase Orders

Exhibit C: Insurance Requirements

EXHIBIT A – SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK / SPECIFICATIONS

<p style="text-align: center;">Sodium Hydroxide Quantity: Approximately 12,000 gallons annually</p>

- Acceptable Standard: 50% grade Sodium Hydroxide (caustic), either rayon or membrane grade and must meet NSF Standard 60 specifications at the time of bid submittal.
- Caustic must be delivered as liquid.
- Delivery will be approximately three thousand (3,000) gallons per load.
- Total anticipated annual volume (not guaranteed) is twelve thousand (12,000) gallons.
- The bidder must submit a certificate of compliance and a certified analysis as to the composition of the product with the bid and with each delivery.
- The successful bidder's shipper is responsible for matching the City's receiving tank equipment with the proper tank truck discharge system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) for the product.
- The successful bidder must supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries are accepted between the hours of 5:00 AM and 2:00 PM Monday through Friday. No deliveries on holidays.

Delivery Requirements:

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sodium Hydroxide in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

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

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

approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sodium Hydroxide. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Vendor and deducted from the amount due to the Vendor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Delivery Location:

Bulk delivery by tanker shall be made to:

City of St. Augustine Water Treatment Plant, 254 West King Street, St. Augustine Florida 32084

The City owns one (1) three thousand eight hundred (3,800) gallon storage tank.

SCOPE OF WORK / SPECIFICATIONS

<p>Type of Chemical: Sodium Hypochlorite Quantity: Approximately 260,000 gallons annually</p>

General Description of Services

- Acceptable Standard: 12.5% trade percent Sodium Hypochlorite (liquid bleach), must meet NSF Standard 60 specifications at the time of bid submittal.
- Typical delivery will be a minimum load of five thousand (5,000) gallons.
- Total anticipated annual volume (not guaranteed) is two hundred sixty thousand gallons (260,000 gallons).
- The bidder must submit a certificate of compliance and a certified analysis as to the composition of the product with the bid and with each delivery.
- The successful bidder's shipper is responsible for matching the City's receiving tank equipment with the proper tank truck discharge system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) for the product.
- The successful bidder must supply copies of the manufacturer's shipping and handling safety procedures
- Deliveries are accepted between the hours of 5:00 AM and 2:00 PM. No deliveries on holidays.

Delivery Requirements:

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sodium Hypochlorite in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Sodium Hypochlorite shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sodium Hypochlorite. If the spill is not cleaned up, the City will hire a certified hazardous material

handling company to clean up the spill, and the cost of such service will be charge to the Vendor and deducted from the amount due to the Vendor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Delivery Location:

Bulk delivery by tanker shall be made to:

City of St Augustine Water Treatment Plant, 254 West King Street, St. Augustine Florida, 32084

The City owns two (2) six thousand (6,000) gallon tanks.

SCOPE OF WORK / SPECIFICATIONS

<p>Type of Chemical: Sulfuric Acid Quantity: Approximately 225 tons annually</p>
--

- Acceptable Standard: 95% strength, must meet NSF Standard 60 specifications at the time of bid submittal.
- Sulfuric Acid must be delivered as liquid (price per wet ton).
- Typical delivery will be a twenty-five (25) ton minimum load.
- Total anticipated annual volume (not guaranteed) is two hundred twenty-five (225) tons.
- The bidder must submit a certificate of compliance and a certified analysis as to the composition of the product with the bid and with each delivery.
- The successful bidder's shipper is responsible for matching the City's receiving tank equipment with the proper tank truck discharge system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) for the product.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries are accepted between the hours of 5:00 AM and 2:00 PM. No deliveries on holidays.

Delivery Requirements:

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sulfuric Acid in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment. Sulfuric Acid shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sulfuric Acid. If the spill is not cleaned up, the City will hire a certified hazardous material handling

company to clean up the spill, and the cost of such service will be charge to the Vendor and deducted from the amount due to the Vendor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Delivery Location:

Bulk delivery by tanker shall be made to:

City of St. Augustine Water Treatment Plant, 254 West King Street, St. Augustine Florida 32084

The City owns one (1) six thousand (6,000) gallon tank.

SCOPE OF WORK / SPECIFICATIONS

Dewatering Polymer Quantity: Approximately 23,000 lbs.

- Acceptable Standard: Clarifloc SE-1022 polymer solution or demonstrated equivalent.
- Polymer must be delivered in totes (2,300 lbs).
- Delivery will be approximately every four (4) to six (6) months.
- Total anticipated annual volume (not guaranteed) is ten (10) totes, or 23,000 lbs.
- The bidder must submit a certificate of compliance and a certified analysis of the composition of the product with the bid.
- The successful bidder's shipper is responsible for delivery using a drop gate trailer with ability to lift and lower totes for offloading.
- The successful bidder must supply S.D.S. (Safety Data Sheets) for the polymer solution.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Vendor shall make "normal" deliveries within three (3) days after receipt of order or notify Plant staff of delay and reason.

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. The Vendor's drivers shall display their driver's license whenever challenged by City during the delivery.

Delivery Location:

City of St. Augustine Wastewater Treatment Plant #1, 501 Riberia Street, St. Augustine Florida 32084

EXHIBIT B

GENERAL TERMS AND CONDITIONS FOR CITY OF ST. AUGUSTINE PURCHASE ORDERS

1. This purchase order (Order) constitutes a binding contract under the terms and conditions contained herein when accepted by Seller, either by written acknowledgement or by commencement of shipment. No changes may be made in this Order without the authorization of the City of St. Augustine (COSA).
2. All rights and obligations of the parties to this Order will be governed by the provisions of the Uniform Commercial Code – Article 2, Sales; Chapter 672, Florida Statutes.
3. Materials will be properly packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by COSA. COSA reserves the right to cancel this Order, or any part thereof, without obligation, if delivery is not made on the time(s)/date(s) specified.
4. Goods purchased under these terms must be delivered and received by the COSA receiving section.
5. Seller shall coordinate with City's project manager. All deliveries shall be made during normal business hours. Seller will be responsible for off loading deliveries unless special arrangements are made with the City. Seller is responsible to properly and appropriately place materials, items or products on site in an area approved by the City and protected from weather, damages and theft after delivery to the City.
6. All delivery tickets must be signed by the City's authorized representative. Delivery tickets must clearly describe materials, items or products shipped and delivered to the site and indicate materials, items or products that are back ordered. Signed delivery tickets must be attached to the Seller's invoicing.
7. Any and all additional materials or extra charges not included in this Order must be approved by the City in writing prior to ordering, fabrication and shipment.
8. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. COSA may reject any goods which are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by COSA. Rejected goods will be returned to Seller at Seller's risk and expense. COSA has no further obligations with regard to rejected goods. In the absence of a separate agreement between the parties, full payment will be made within a reasonable time of delivery and inspection of goods. Invoices shall be provided to COSA within fifteen (15) days of delivery.
9. It is expressly agreed and understood that time is of the essence regarding this Order and the payment of the consideration herein expressed is executory and conditioned upon complete and timely performance by the Seller.
10. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, Seller will prepay shipping charges and include them on the invoice. C.O.D. shipments will be accepted and will be returned to Seller at Seller's risk and expense.
11. The sale price will be the lowest prevailing market price and under no circumstances higher than specified herein without the express authorization of COSA. Invoices shall be submitted in duplicate. Separate invoices are required for each Order.
12. In the event of a default or breach by the Seller, which results in a cost increase to COSA, COSA may procure articles or services from other sources and charge seller as liquidated damages any excess costs.
13. All materials, drawings or other items provided by COSA to Seller remain the property of COSA and will be returned to COSA upon demand. Unless otherwise agreed, all containers, reels or pallets shipped with goods by Seller remain the property of COSA.
14. The items covered by this Order will comply with all federal, state or local laws relative to same. Seller shall defend all actions or claims brought against COSA and hold and save COSA harmless from all losses, costs or damages related to actual or alleged infringement of letters of patent or copyrights, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods.
15. COSA is exempt from any sales, excise or federal transportation taxes and from the provisions of the Robinson Patman Act.
16. In accordance with Chapter 442, Florida Statutes, Seller will advise COSA if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.
17. Neither Seller nor COSA may assign any portion of this Order without the prior consent of the other.
18. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.
19. This Order shall be governed under the laws of the State of Florida. Venue for any legal proceeding arising out of the interpretation or enforcement of this Order shall lie exclusively in a court of competent jurisdiction in St. Johns County, Florida.
20. The parties acknowledge that the terms and conditions of this Order and the contract documents incorporated in same as identified in this Order constitute the entire agreement of the parties and that those terms and conditions supersede all prior and contemporaneous representations, agreements, quotes whether written or oral.
21. Compliance with Public Record Act is required for all services, pursuant to Chapter 119 F.S.
22. Liability and Workers' Compensation insurance is required for all services. See attached City of St. Augustine Insurance Requirements. City does not waive sovereign immunity per F.S. 768.28.
23. Contractor certifies compliance with F.S. 448.095 Employment Eligibility.
24. Minimum Insurance Requirements for Services can be found on the City's Website under Purchasing.
<https://citystaug.com/487/Purchasing>.
25. Responsible vendor determination. Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
26. Use of city seal. Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.
27. Effect of Bankruptcy. The Agreement will be deemed terminated upon the City being put on notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.

INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000

****If applicable, the following additional coverage may be required, depending upon the nature of the Work.**

- (**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.
- (**) **Watercraft Liability.** \$300,000 for bodily injury and property damage.
- (**) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (**) **Professional Liability.** (Per claim) \$500,000 single limits.