

CLOSED

Awarded

Chemicals for the City of Edgewater Water Treatment Facilities

Last updated by Addendum #1 on Jan 25, 2023 9:28 AM

[See what changed](#)



⚡ Invitation to Bid

 Environmental Services

Project ID: ITB 23-ES-07

Release Date: Thursday, January 5, 2023

Due Date: Thursday, February 9, 2023 10:00am

 Posted  Thursday, January 5, 2023 8:00am

All dates & times in Eastern Time

1. City of Edgewater

1.1. Legal Notice

The City of Edgewater has issued this Invitation to Bid (hereinafter, "ITB") with the sole purpose and intent of obtaining Bids from qualified and licensed firms to provide various chemicals for the Water/Wastewater Treatment facilities. Bids will be received until 10:00 am, on Thursday, February 9, 2023.

ITB 23-ES-07

"Chemicals for the City of Edgewater Water Treatment Facilities"

A pre-bid conference is not applicable for this solicitation.

All required documents shall be completed and submitted through the City's e-Procurement Portal.

City of Edgewater does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City's e-Procurement Portal, OpenGov, on the City of Edgewater Finance website: www.cityofedgewater.org, and in the Lobby of City Hall on Thursday, January 5, 2023.

Post Information

Posted At:

Thu, Jan 5, 2023 8:00 AM

Sealed Bid Process:

Yes (Bids Unsealed / Pricing Unsealed)

Private Bid:

No

2. Introduction

2.1. Summary

The City of Edgewater has issued this Invitation to Bid (hereinafter, "ITB") with the sole purpose and intent of obtaining Bids from qualified and licensed firms to provide various chemicals for the Water/Wastewater Treatment facilities, as further described and in accordance with the terms and conditions herein. The successful bidder will hereinafter be referred to as the "Contractor".

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Edgewater, City Council (herein after, the "Council"), signed by all required parties and filed with the City Clerk.

As is more fully explained in "[Instruction for Bid - Bid Evaluation Committee and Evaluation Factors](#)" of this ITB, an award, if made, will be made to the best overall bidder(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this ITB. The City will not use any other factors or criteria in the evaluation of the bids received.

2.2. Background

The City serves an area of 24.83 square miles with a population of approximately 23,319. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Edgewater's Comprehensive Annual Financial Report for fiscal year 2021 and in the City's Annual Budget for fiscal year 2023. Copies of these documents may be viewed on www.cityofedgewater.org. The City of Edgewater is exempt from any and all state, local and federal taxes.

2.3. Contact Information

Purchasing Department

Purchasing
104 N Riverside Drive
Edgewater, FL 32132
Email: purchasing@cityofedgewater.org
Phone: [\(386\) 424-2400](tel:(386)424-2400)

Department:

Environmental Services

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the ITB process.

Issue ITB:

January 5, 2023

Deadline for Questions:

January 19, 2023, 2:00pm

Addendum Due:

January 26, 2023, 11:30am

Bid Due Date:

February 9, 2023, 10:00am

Bid Opening will be held live at:

City of Edgewater - Council Chambers

104 N. Riverside Drive
Edgewater, FL 32132

as well as via Zoom:

Join Zoom Meeting

<https://us06web.zoom.us/j/87281187310?pwd=eHdsTmp2SktDekhid2gOS3VRWGVkQT09>

Meeting ID: 872 8118 7310

Passcode: 419274

Notice of Recommendation:

February 16, 2023

Contractor Selection Date:

March 6, 2023

3. Instruction for Bid

3.1. Delivery of Bids

All Bids are to be delivered before 10:00 am, local time, on or before Thursday, February 9, 2023 via the City's e-Procurement Portal, [OpenGov](#).

Bids received after the designated time will not be allowed on the [City's eProcurement Portal](#). For further information, please e-mail Pat Drosten, Purchasing Specialist at pdrosten@cityofedgewater.org.

There is no expressed or implied obligation for the City of Edgewater to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

3.2. Inquiries

Questions related to this ITB shall be submitted in writing through the [ProcureNow Question/Answer Tab](#) via the City's e-Procurement portal, on or before, Thursday, January 19, 2023 by 2:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

Bidders must clearly understand that the only official answer or position of the City shall be the one stated in writing and posted in the [City's e-Procurement portal](#). All questions submitted and answers provided shall be electronically distributed to bidders following this solicitation on the

City's e-Procurement Portal.

When asking questions, please be sure to enter each question separately.

3.3. Method of Source Selection

The City is using the Competitive Sealed Bids methodology of source selection for this procurement, as authorized by Resolution 2020-R-23 establishing and adopting the City Purchasing Policy. Each bid will be reviewed to determine if the bid is responsive to the ITB. Bids deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the City Manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). ITB's that are solely priced based will be reviewed by the Purchasing Specialist and Project Manager and will not be subject to the Evaluation Committee process. A responsive bid is one which has been signed and submitted by the specified Bid deadline, and has provided the information required to be submitted with the Bid. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a bid without evaluation, such substandard submissions may adversely impact the evaluation of a Bid. Respondents who fail to comply with the required and/or desired elements of this ITB do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

3.4. Pre-Bid Conference

A pre-bid conference is not applicable for this solicitation.

A submission of a bid by the Contractor is considered a representation that the Contractor has visited the site and has carefully examined the site and is satisfied as to the conditions to be encountered in performing the work.

3.5. Compliance with the ITB

Proposals must be in strict compliance with this ITB. Failure to comply with all provisions of the

ITB may result in disqualification.

3.6. Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this ITB, Bidder acknowledges these conditions include Insurance Requirements.

It should be noted by the Bidder that, in order to meet the City's requirements, there may be additional insurance costs to the Bidder's firm. It is, therefore, imperative that the bidder discuss these requirements with the Bidder's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Bidder.

The Bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Bidder's limit of, or lack of, sufficient insurance protection.

Bidder also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Bidder's Bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

3.7. Bonding Requirements

By signing its Proposal, and if applicable, Proposer acknowledges that they have read and understand the bonding requirements for this Proposal. Requirements for this solicitation are listed below.

3.8. Delivery of Bid

All Bids are to be submitted electronically via the City's e-Procurement Portal no later than 10:00 am, local time, on or before Thursday, February 9, 2023.

The City shall not bear the responsibility for Bids submitted past the stated date and/or time

indicated, or delivered through any other means, to an incorrect address by bidder's personnel.

3.9. Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

- A. Invitation to Bid issued.
- B. Subsequent to the closing of bids, the Department and the Purchasing Specialist shall review the bids received and verify whether each bid appears to be minimally responsive to the requirements of the published ITB
- C. Vendor selection will be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.
- D. The City reserves the right to withdraw this ITB at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- E. Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Bidder nor obligates the City in any manner.
- F. Acceptance of the bid does not guarantee issuance of any other governmental approvals.

The City reserves the right to withdraw this ITB at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Bidder nor obligates the City in any manner.

3.10. Ambiguity, Conflict, or Other Errors in the ITB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the ITB, Bidder shall immediately notify the Purchasing Specialist, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Specialist will make modifications by issuing a written revision and will give written notice to all parties who have received this ITB from the Finance Department.

The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the ITB prior to submitting the Proposal or it shall be waived.

3.11. Proposal, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any bidder in the preparation of its Bid in response to this ITB, nor for the presentation of its Bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

3.12. Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any bid, to reject any or all bids, to re solicit for bids, if desired, and upon recommendation and justification by the City to accept the bid which in the judgment of the City is deemed the most advantageous for the public and the City.

Any bid which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful bidder, or their refusal to enter into the City contract, the City reserves the right to accept the bid of any other bidder or to re advertise using the same or revised documentation, at its sole discretion.

3.13. Requests for Clarification of Bids

Requests by the Purchasing Specialist to a bidder(s) for clarification of Proposal(s) shall be in writing. Bidder's failure to respond to request for clarification may deem bidder to be non-responsive, and may be just cause to reject its bid.

3.14. Validity of Bids

To withdraw a bid through the [City's e-Procurement Portal](#), the responding firm may "unsubmit" their bid in [ProcureNow](#). After withdrawing a previously submitted bid, the responding firm may submit another bid at any time up to the deadline for submitting bids.

No Bid can be withdrawn after the deadline for submitting bids.

All bids shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

4. Scope of Work

4.1. General Description of Specifications

The City is seeking Bids from qualified and licensed firms to provide various chemical to be used at the city's

Water Treatment facility.

4.2. Eligibility

Vendors must be licensed and qualified to do business in the State of Florida.

4.3. Scope of Services

The City is seeking Bids from qualified and licensed firms to provide chemicals to be used at the city's Water and Wastewater Treatment facilities. Chemicals included in this ITB are:

- High Calcium Bulk Quicklime
- Liquid Carbon Dioxide

Chemical Specifications are included as Attachment "A" of this document.

The City reserves the right to award contracts to multiple Contractors.

4.4. Deliveries

The City shall be responsible for notifying the successful vendor(s) when delivery is required.

Delivery shall be made to the specified location within the time frames prescribed in the individual Chemical Specifications (included in this document as Attachment "A") Failure to meet the delivery schedule may result in the assessment of liquidated damages in the amount of \$100.00 per day. The delivery sites are as follows:

- Alan R. Thomas Water Treatment Plant – 3315 State Road 442, Edgewater, FL 32141

The City shall require an authorized person at the delivery location to sign the loading ticket. A copy of the chemical analysis will be available for inspection before acceptance of the delivery. The invoice will be mailed to the City with a copy of the loading ticket attached and referencing purchase order number as specified by the City.

4.5. Contract Period/Cost Adjustments

CONTRACT PERIOD

If awarded, a contract to provide these services will be effective on the date contract of April 15, 2023, provided it is approved by the City of Edgewater, City Council (herein after, the "Council"), signed by all required parties and filed with the City Clerk, and shall expire one year from that date. The City reserves the right to extend the contract for four, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing the pricing for this ITB.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in either A) the All Urban Consumers Price Index (CPI-U) for the South Region as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, or B) the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, whichever is greater.

The yearly increase or decrease in the CPI (or PPI) shall be that latest Index published and available for six months, prior to the end of the contract term then in effect, as compared to the index for the comparable month one-year prior.

Any requested adjustment shall be fully documented and submitted to the City of Edgewater

Environmental Services Director at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension. All rate adjustment shall be requested by the Vendor with sufficient supporting documentation to be considered by the City.

If no adjustment request is received from the Vendor (Contractor), the Parties agree that the optional term may be exercised without a rate adjustment. Late rate adjustment requests will not be considered.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

Pricing must include all costs associated with delivery of the chemical(s), including but not limited to salary cost, fringe benefits, overhead, operation margin and profit and all direct and indirect expenses.

4.6. Pre-Bid Conference

N/A

5. Terms and Conditions

5.1. City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's facilities/project site during and after each work assignment the Contractor is performing.

5.2. Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the Proposal response indicating that the entity proposing, as well as the team assigned to the City account, is properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 424-2400.

5.3. Principals/Collusion

By submission of this Proposal, the undersigned, as Bidder, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

5.4. Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

5.5. Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

5.6. Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

5.7. Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a one-hundred eighty (180) days written notice. The City shall be sole judge of non performance.

5.8. Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

5.9. Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

5.10. Lobbying

All firms are hereby placed on NOTICE that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the City Council or any other City Staff other than the Purchasing Specialist for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, from time of advertisement to final Council approval, no firm or their agent shall contact any other employee of the City in reference to this Proposal, with the

exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

5.11. Single Proposal

Each Bidder must submit, with their bid, the required forms included in this ITB. Only one bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same ITB.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

5.12. Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Edgewater's Purchasing Policies and Procedures. Protest Procedures can be found via this link: <https://www.cityofedgewater.org/finance/page/purchasing-policies>

5.13. Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

5.14. Immigration Reform and Control Act

The City will not intentionally award City contracts to any Firm who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in an 8 U.S.C. Section 1324 a(e) (Section 274A (e) of the Immigration and Nationality Act ("INA").

Bidder acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

5.15. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

5.16. 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 city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

5.17. Conflict of Interest Disclosure

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Firms must disclose within their bid/proposal to the City of Edgewater the name of any officer, director, or agent who is also an employee of the City of Edgewater (hereinafter the "City"). Furthermore, all firms must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the firm of any of its branches.

The purpose of this disclosure is to give the City the information needed to identify potential

conflicts of interest for evaluation by the team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please submit to the City all information on any potential conflict of interest related to provision of the goods or services requested in this Solicitation.

5.18. Drug-Free Workplace Provisions

In accordance with Florida Statute 287.087, firm certifies that:

1. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
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 work place through the implementation of the drug free workplace program.

5.19. Public Entity Crimes Notification

Florida Statutes, Paragraph 287.133(2)(a), 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, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

5.20. Non-Collusive Affidavit

The firm and its officers, partners, owners, agents, representatives, employees or parties in interest, swears and attests that it is fully informed respecting the preparation and contents of the attached Solicitation, and of all pertinent circumstances respecting the provision of the goods or services to the City of Edgewater. The offer or submittal being made is genuine and is not collusive or a sham.

I certify that all information contained in the submittal is truthful to the best of my knowledge and belief. I further certify, under oath, that this submittal is made without any colluded, conspired, connived or agreed, directly or indirectly, with any other firm, person or corporation responding to this solicitation for the same product or service. I certify that the offer quoted/ proposed in the attached submission is fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

5.21. Employment Eligibility Verification System (E-Verify) Acknowledgment

Firm acknowledges and agrees to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify) to do the following:

1. Enroll in the U.S. Department of Homeland Security's E-Verify system;
2. Utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract;
3. Utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
4. Expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

5.22. Scrutinized Vendor Certification

1. Firm hereby certifies under penalties of perjury, as of the date of this solicitation to provide goods and/or services to the City of Edgewater, that it:
 2. Does not participate in a boycott of Israel; and
 3. Is not on the Scrutinized Companies that Boycott Israel List; and
 4. Is not on the Scrutinized Companies with Activities in Sudan List; and
 5. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
6. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Edgewater shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following the receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits state agencies and departments, and local government entities from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

5.23. No Lobbying Notification

All consultants, firms or individuals are hereby placed on notice that any communication, whether written or oral, with City of Edgewater elected officials or any other staff or outside individuals working with the City in respect to this request (with exception of the Purchasing personnel designated to receive requests for interpretation or corrections) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any request for bid, proposals, qualifications and/or any other solicitations released by the City of Edgewater. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such time as the City of Edgewater, Mayor, and City Council have made a final and conclusive determination.

5.24. Debarment and Suspension Certification

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this submittal.

5.25. Public Act 2016–20 Public Records Requirements

All material submitted regarding this RFP becomes the property of the City. RFP documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFP and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 et. seq.

RECORDS / AUDITS

The City of Edgewater is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the public agency 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 this chapter 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.

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.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Volusia County, all books of account, reports and records relating to this contract.

PUBLIC RECORDS CUSTODIAN

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:

**CITY CLERK'S OFFICE
CITY OF EDGEWATER
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132
(386)424-2400 X 1102
CITYCLERK@CITYOFEDGEWATER.ORG**

5.26. Purchase Order Number

This purchase order number and the seller's name must be clearly shown on all invoices, packing slips, delivery receipts, and correspondence. Failure to clearly indicate this purchase order number may result in the return of invoices.

5.27. Acceptance

All terms and conditions of this purchase order shall become part of the contract between the city of Edgewater and the vendor/seller; the vendor's/seller's different or additional terms will never become part of this contract.

5.28. Delivery, Title & Risk of Loss

Title shall pass to the City of Edgewater on delivery of the conforming goods to the designated location. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon the vendor/seller. Delivery shall not be complete until the goods and or services have been received, inspected, and accepted by the City of Edgewater.

Collect shipments will not be accepted in the event that the city agrees to pay the freight, all freight charges shall be fully prepaid and included on the invoice. The original bill must be included with the invoice.

5.29. Warranty

The vendor/seller warrants that the goods and/or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the vendor/seller knows the city's intended use, the vendor/seller warrants that the goods and/or services are suitable for the intended use.

5.30. Remedies

Regardless of whether goods are being sold, licensed or leased or whether services are being performed, the vendor/seller and the City of Edgewater agree that both parties have all the uniform commercial code rights, duties, and remedies available.

5.31. Conflict of Laws

THIS AGREEMENT TO PURCHASE AND THE PERFORMANCE OF THE PARTIES HEREUNDER SHALL BE CONSTRUED WITH AND GOVERNED BY THE LAWS OF THE CITY OF EDGEWATER AND THE STATE OF FLORIDA.

5.32. Modifications

No modification in price, delivery, method or schedule, quantity, quality, specifications, or any other term of the contract will be effective unless agreed to in writing and signed by an authorized purchasing agent.

5.33. Taxes

The City of Edgewater Florida is exempt from the payment of all federal excise taxes and sales taxes of the State of Florida, and generally all other state governments. Vendor/seller shall furnish the proper exemption certificate

State of Florida sales tax exemption number: 85-8013848356C7

Federal Employee Identification number: 59-6000-314

5.34. Patents & Royalties

THE VENDOR/SELLER, WITHOUT EXCEPTION, SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF EDGEWATER AND ITS EMPLOYEES FROM LIABILITY OF ANY NATURE OF KIND, INCLUDING COSTS AND EXPENSES FOR OR ON ACCOUNT OF ANY COPYRIGHTED, PATENTED OR UNPATENTED INVENTION, PROCESS OR ARTICLE MANUFACTURED OR SUED IN THE PERFORMANCE OF THE CONTRACT, INCLUDING ITS USE BY THE CITY OF EDGEWATER. IF THE VENDOR/SELLER USES ANY DESIGN, DEVICE, OR MATERIALS COVERED BY LETTER, PATENT OR COPYRIGHT, IT IS MUTUALLY AGREED AND UNDERSTOOD WITHOUT EXCEPTION THAT THE LISTED PRICES SHALL INCLUDE ALL ROYALTIES OR COST ARISING FROM THE USE OF SUCH DESIGN, DEVICE OR MATERIALS IN ANY WAY INVOLVED WITH THE WORK.

5.35. Invoicing/Payments

Furnish all invoices in duplicate and mail to the address indicated on the front. Send a separate invoice for each shipment. Include the correct purchase order number on each invoice. Unless previously agreed upon by both the city and vendor, all invoicing and payments will be as outlined in the Local Government Prompt Payment Act (FS 218. Part VII).

5.36. Prices

IF PRICES ARE HIGHER THAN SPECIFIED, DO NOT SHIP WITHOUT THE PURCHASING AGENTS PRIOR WRITTEN APPROVAL.

5.37. Clean Hands

By accepting this contract, the seller warrants that neither the business, nor any officer or significant stakeholder of the business is in violation of the city of edgewater code and do not owe the city any past due debt. The seller specifically agrees that the city may withhold any money owed the seller from this contract for any existing code violations and/or past due debt. If the seller misrepresents the status of the business, any officer or significant stakeholder, the city will consider this a material defect of this contract and shall have the right to immediately terminate it.

6. Insurance Requirements

6.1. Insurance Requirements

INSURANCE TYPE	REQUIRED LIMITS
A. Worker's Compensation all	Statutory Limits of Florida Statutes, Chapter 440 and Federal Government Statutory Limits and Requirements.
B. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	Bodily Injury & Property Damage \$1,000,000 single limit per occurrence
C. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Edgewater, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.	
D. Automobile Liability Automobile Included	\$ 500,000 Each Occurrence Owned/Non owned/Hired
E. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.	
F. The City of Edgewater must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.	
G. The City of Edgewater shall be named as the Certificate Holder. NOTE The "Certificate Holder" should read as follows:	
City of Edgewater Edgewater, Florida	
No City Division, Department, or individual name should appear on the Certificate. No	

other format will be acceptable.

H. Thirty (30) Days Cancellation Notice required.

I. The Certificate must state the following: ITB 23-ES-07 and Chemicals for the City of Edgewater Water Treatment Facilities.

7. Contract/Agreement & All Required Forms

Failure to provide the completed required forms may result the submittal being deemed non-responsive.

7.1. Contract Award

The City has developed standard contracts/agreements. Contract will become effective once City Council approves and authorizes the City Manager to execute said contract as further detailed in Section 4.6 of this document.

A contract(s) resulting from this ITB shall be subject to the terms and conditions set forth in a standard City Contract. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

7.2. Required Forms

- Required Forms are outlined in the Vendor Questionnaire Section of this solicitation.

8. Submittal Requirements

8.1. Response Format – Overview

The bid shall be deemed an offer to provide services to the City. In submitting a bid, the Bidder declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Bidder agrees that if the

contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of bids, all bids must conform to the guidelines set forth in this ITB. Any portions of the bid that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, any bid that contains such variances may be considered non-responsive.

Bids should be prepared simply and economically, providing a straightforward concise description of the Bidder's approach and ability to meet the City's needs, as stated in the ITB.

The items listed as required forms shall be submitted with each bid and should be submitted as required in this solicitation. Failure by a bidder to include all listed items may result in the rejection of its bid.

All costs associated with delivering the requested services shall be detailed in the format requested on the Total Pricing Form in [OpenGov/ProcureNow](#).

8.2. Statement of Litigation

Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last five (5) years.

8.3. Location and Accessibility

The Bidder shall provide the name of office location of the account executive directly responsible for handling the City's account. Description of the current corporation of the account executives personal book of business including the following:

- A. Number of accounts for which the account executive is responsible.
- B. How the City's account would compare in size and scope to other clients of the agent/broker.
- C. Steps the account executive or firm will take to assure that proper attention will be given to the City's account as your volume of business grows.

8.4. Documents

Professional Certifications/Licenses.

8.5. Required Forms

See [Contract/Agreement and All Required Forms](#) .

8.6. Total Pricing Form

All pricing must be entered and submitted through the OpenGov system.

8.7. Bid Evaluation Committee and Evaluation Factors

As previously stated, award of contract shall be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.

8.8. Drug-Free Workplace

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Edgewater, these services should be identified and included in the request response.

8.9. Tie Breaker

In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in

individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Bidder, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Bidder within the city limits or principal office closest to City Hall.

9. Total Pricing Form

Bid prices must include all freight charges and delivery charges for any and all material delivered FOB Destination to the worksite.

ALL AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

Total Pricing Form

Bid prices must include all freight charges and delivery charges for any and all material delivered FOB Destination to the worksite. ALL AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

Line Item	Description	Unit of Measure	Unit Cost	Columns
1	High Calcium Bulk Quicklime	Ton		
2	Liquid Carbon Dioxide	Ton		

10. Vendor Questionnaire

Please upload ONLY PDF files within this section. The City of Edgewater will not be responsible for any other types of files (WORD, EXCEL, etc..) that may not convert correctly to pdfs. Required documents are provided as downloadable PDF files for your use. Alternate PDF files may be accepted.

1. Familiarity with Project*

By submitting a response to this solicitation, the Bidder hereby certifies that he/she has

familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the Chemicals for the City of Edgewater Water Treatment Facilities.

Please confirm

*Response required

2. Terms and Conditions of Contract*

The bidder acknowledges that by submitting a response to this solicitation, they are bound by the following:

The City has developed standard contracts/agreements. The selected Contractor shall submit a signed copy of the contract attached with this document as a part of the bid submittal. Contract will become effective once City Council approves and authorizes the City Manager to execute said contract.

A contract(s) resulting from this ITB shall be subject to the terms and conditions set forth in a standard City Contract. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.


By submitting a response to this solicitation, the Proposer acknowledges that they have read and understood all specifications, terms and conditions outlined in this ITB. In addition, the proposer confirms that all required documents listed in this solicitation have been signed in spaces indicated and uploaded within the OpenGov platform.

Please confirm

*Response required

3. W9

Please download the below documents, complete, and upload.

 [W9_-_2018_\(1\).pdf](#)

4. Insurance Requirements*

By submitting a response to this solicitation, the Proposers acknowledge that they understand the insurance requirements of the attached specifications and that the evidence of insurability may be required within five (5) days of the award of ITB.

Please confirm

*Response required

5. Standard Professional Services Agreement*

Please upload a completed, signed copy of the Professional Services Agreement here.

Leave the dates in the introductory paragraph blank. They will be completed upon final execution of the agreement to the selected vendor/firm.

[ITB_23-ES-07_-_Chemicals_for_the_City_of_Edgewater_Water_Treatment_Facilities_-_CONTRACT.pdf](#)

*Response required

6. Reference Form*

Please download the below documents, complete, and upload.

[References.2.pdf](#)

*Response required

7. Declaration Statement/Document Notification Affidavit*

Please download the below documents, complete, and upload.

[ITB_23-ES-07_-_CHEMICALS_FOR_CITY_OF_EDGEWATER_WATER_TREATMENT_FACILITIES_-_DECLARATION_STATEMENT...](#)

*Response required

8. Vendor Information/Bidders Qualifications

8.1. Type of Firm*

Please select the type of firm for your organization.

- Corporation
- Partnership
- Sole Proprietorship
- Other

*Response required

8.2. Corporation - State*

If firm is a corporation, please list state in which it is incorporated. If you did not select corporation, please type N/A.

Enter response

*Response required

8.3. Other*

If you selected other, please list the type of firm. If you did not select other, please type N/A.

Enter response

*Response required

8.4. Authorization*

By submitting a response to this solicitation, the Bidder certifies that the firm is authorized to do business in the state of Florida.

Please confirm

*Response required

8.5. Years in Business*

Please provide the number of years you have been in business under this firm.

Enter response

*Response required

8.6. State of Litigation*

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes

No

*Response required

8.7. Additional Details*

If you answered yes to Project Completion and/or State of Litigation, submit details here. List all lawsuits that have been filed by or against your firm in the last five (5) years.

Enter response

*Response required

8.8. Financial Information*

Please provide the following information here:

Bank(s) Maintaining Account(s)

Surety/Underwriter (if required)

Enter response

*Response required

8.9. Vendor Info and Agreement form*

Please download the below documents, complete, and upload.

 [Vendor_Info_and_Agreement_form.pdf](#)

*Response required

8.10. Acceptance of Conditons*

Please indicate any exceptions to the general terms and conditions of the ITB, CONTRACT, and to insurance requirements or any other requirements listed in the ITBP. If no exceptions are indicated in this section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

If there are no exceptions, please enter N/A.

Enter response

*Response required

8.11. Vendor Acknowledgment*

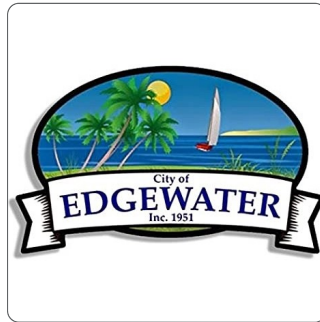
Pursuant to information for prospective Bidders for the above mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Please confirm

*Response required

11. Attachments

 A - Chemical Spec



CLOSED

Awarded

Chemicals for the City of Edgewater Water Treatment Facilities

Last updated by Addendum #1 on Jan 25, 2023 9:28 AM

[See what changed](#)



⚡ Invitation to Bid

 Environmental Services

Project ID: ITB 23-ES-07

Release Date: Thursday, January 5, 2023

Due Date: Thursday, February 9, 2023 10:00am

 Posted  Thursday, January 5, 2023 8:00am

All dates & times in Eastern Time

Addenda & Notices

Addenda & Notices issued following the posting of the project

All	5
Addenda	1
Notices	4

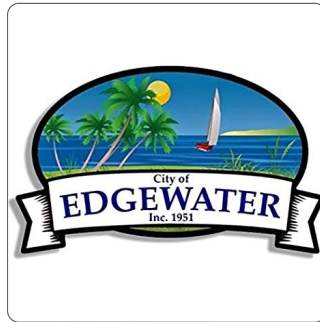
Addendum #1

Jan 25, 2023 9:28 AM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

The Contractor Selection date was incorrect and has been revised. This item will be heard at the March 6, 2023 Council Meeting (not on March 7)

[See What Changed](#)



CLOSED

Awarded

Chemicals for the City of Edgewater Water Treatment Facilities

Last updated by Addendum #1 on Jan 25, 2023 9:28 AM

[See what changed](#)


 Invitation to Bid

 Environmental Services

Project ID: ITB 23-ES-07

Release Date: Thursday, January 5, 2023

Due Date: Thursday, February 9, 2023 10:00am


 Posted  Thursday, January 5, 2023 8:00am

All dates & times in Eastern Time


Question & Answer


Questions and clarifications about the project

1. Quicklime *Jan 5 2023 at 8:30 AM*

- 

Anonymous *Jan 5 2023 at 8:30 AM*
 User information is private
 Who is the current supplier of quicklime?

- 

Jan 19 2023 at 2:39 PM
 City of Edgewater, Florida 
 Carmeuse

2. Quicklime *Jan 5 2023 at 8:30 AM*



Anonymous *Jan 5 2023 at 8:30 AM*

User information is private

What are you currently paying for quicklime?



Jan 19 2023 at 2:39 PM

City of Edgewater, Florida 🌞

337.67/ton