



# *City of Jacksonville Beach*

Property and Procurement Division  
1460A Shetter Ave., Jacksonville Beach, FL 32250  
Tel: 904-247-6229



## INVITATION TO BID

<b>Bid Number:</b>	<b>1819-10</b>
<b>BID Title:</b>	<b>Liquid Chlorine and Sulfur Dioxide Bid</b>

Submittal Deadline	
<b>Day:</b>	Wednesday
<b>Date:</b>	<b>April 10, 2019</b>
<b>Time:</b>	<b>2:00 P.M.</b>
<b>Location:</b>	Property and Procurement
<b>Address:</b>	1460A Shetter Ave., Jacksonville Beach, FL 32250

**ANTICIPATED TIME LINE:** The **anticipated** schedule for this Bid is as follows:

Bid Advertised	13-March-2019
Deadline to Submit Questions	29-March-2019
Addendum (if necessary) Issued	3-April-2019
<b>Submission Deadline</b>	<b>10-April-2019</b>
Bids Opened	10-April-2019
Recommendation to Council	6-May-2019

**Bid #:** 1819-10  
**Title:** LIQUID CHLORINE AND SULFUR DIOXIDE BID

The City of Jacksonville Beach is soliciting bids from qualified firms for furnishing all labor, transportation, services, and incidentals for the annual to supply of:

1. Liquid chlorine in 1-ton cylinders; and
2. Sulfur dioxide in 150-pound long neck cylinders.

Cost for delivery and unloading are to be included in the bid price. Deliveries are FOB destination to either: Water Plant # 1; Water Plant # 2; or the Pollution Control Plant. Individual acceptance orders will be issued from time to time as supplies are needed through the duration of this contract.

**General:** It is the intent of this solicitation to establish an annual contract with a qualified contractor to provide liquefied gasses and dry powder compounds shall be in qualities and concentrations as defined by the State of Florida Department of Environmental Protection (FDEP).

**Contract Term:** Contract Term: The term of this contract shall be for a one-year period, with the option to renew for three (3) additional one-year periods. Contract renewal will be contingent upon available funding and the mutual agreement of the City and the Contractor.

**Contract Award:** The City intends to award the bid to the lowest responsive, responsible bidder. The City Manager, as the City’s representative, in his sole discretion, reserves the right to cancel this bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The contract will be awarded to the bidder with the lowest combined (total) extended unit prices for items 1-2 as shown on the Bid Tender Form. The City of Jacksonville Beach may award prime and alternative vendor contracts. Services may be obtained from the next responsible vendor, if the awarded vendor is unable to meet the requirements of the City.

**Information to be furnished with Bid:**

1. Bid Tender Form
2. Bid Award Notice Form
3. Required Disclosure Form
4. Drug-Free Compliance Form
5. Non-Collusion Affidavit
6. Non-Bankruptcy Affidavit
7. Emergency Response/Management of Risk
8. W-9

- Bid submittals are due no later than **2:00 PM on Wednesday, April 10, 2019** and will be received at: Property and Procurement Division, 1<sup>st</sup> Floor O&M Building, 1460A Shetter Avenue, Jacksonville Beach, FL 32250.
- Submit completed bid package one (1) original plus three (3) copies in one sealed envelope. Packages received without the requested information or quantities may be rejected. It is incumbent upon the bidder to ensure that all copies of the bid package submittals are complete and exact replicas of each other. Packages received without the requested information or quantities may be rejected.
- **Clearly mark the submittal envelope with the Bid Number, Bid Title and Bidder name.**
- It is incumbent upon the bidder to ensure that bid package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.
- Modifications received after the due date and/or letters of withdrawal received after the due date or after contract award, whichever is applicable will not be considered.
- No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net). Interpretation will be in the form of an addendum and issued to all Bidders.

Luis F. Flores

Luis F. Flores, Purchasing Administrator  
1460A Shetter Avenue, Jacksonville Beach, FL 32250

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## SECTION: A

### BID SPECIFICATIONS

**BID #:** 1819-10  
**TITLE:** Liquid Chlorine and Sulfur Dioxide Bid

**1. MATERIALS**

Liquefied gasses and dry powder compounds shall be in qualities and concentrations as defined by the State of Florida Department of Environmental Protection (FDEP).

**2. CONTAINERS**

Shall meet the appropriate standards and specifications defined by the United States Department of Transportation (USDOT), the State of Florida Department of Transportation (FDOT), as well as and The Chlorine Institute.

Vendor is to furnish cylinders on loan basis without charge within 24 hours after receipt of individual orders.

Empty cylinders are to be picked up by vendor at both Water Treatment Plants and the Pollution Control Plant without charge.

Any cylinders discovered to be defective shall be immediately removed from City premises by the vendor and a credit issued to the City.

In the event that a ton cylinder valve is difficult to open, or has a bent valve stem, the utility will contact the vendor to remove and replace the ton cylinder.

Tank valves must be refurbished/maintained prior to delivery, with a tag or wrapping, indicating valves have been refurbished.

All ton cylinders shall have the tare weight clearly marked or indicated.

**3. TRANSPORTATION AND HANDLING**

Shall be in a manner meeting the standards established by the by the United States Department of Transportation (USDOT) and the State of Florida Department of Transportation (FDOT).

All processing by the vendor of both containers and gas must meet The Chlorine Institute specifications for quality and safety.

**4. DELIVERY**

All deliveries shall be made to the Water Treatment Plants 1 and 2 and / or the Pollution Control Plant, within 24 hours after receipt of individual orders. Between the hours of 7am to 4pm

Water Treatment Plant #1: 337 South 1st Avenue, Jacksonville Beach, FL 32250  
Water Treatment Plant #2: 1050 Osceola Avenue, Jacksonville Beach, FL 32250  
Pollution Control Plant: 910 South 10th Street, Jacksonville Beach, FL 32250

All chemicals shall be FOB Destination (Delivery Point). Cost for delivery and unloading are to be included in the bid price.

The vendor must have a crane (cherry picker) if requested to unload and load cylinders. The crane must be in good working order and the hydraulic system shall be free from leaks. One ton containers are not to be rolled off trucks. It will be the responsibility of the vendor to off load chemical containers from the delivery vehicle to the container storage area. The vendor shall be solely responsible for container leaks, clean up and related damage due to vendor's negligence, at no cost to the City. The vendor shall provide copies of the driver's license of any delivery driver prior to shipping date.

Bidder to specify if he is Jobber, Broker, Agent, etc. or Packager or Bottler.

\_\_\_\_\_  
Bidder to specify Packager or Bottler of the product offered with this bid.

\_\_\_\_\_  
Packager or Bottler

**5. QUANTITY**

Estimated annual quantities are:

<u>Item</u>	<u>Quantity</u>
1. Liquid Chlorine, 1 ton cylinder	50
2. Sulfur Dioxide, 150 pound long neck cylinder	100

The actual quantities may vary according to the needs of the City.

The City reserves the right to increase or decrease the estimated quantities as needed during the contract period.

The City shall receive shipments as required on an as needed basis throughout the year.

The City is only obligated to pay for quantities actually ordered by an authorized City employee and received as required by the City.

**6. ORDERS**

Individual acceptance orders will be issued from time to time as supplies are needed during the period of this contract.

Authorized City employees will order chemicals on an as-needed basis throughout the year. The City will supply the successful bidder with the names of personnel authorized to place orders.

Orders shall be placed by telephone, facsimile or email and shall provide a blanket purchase order number covering the requested items.

**7. EMERGENCY RESPONSE/MANAGEMENT OF RISK**

All bidders must shall meet all specification requirements listed in this invitation to bid, and must include a plan provided with this bid tender a written **Emergency Response/Management of Risk Plan** which is to include, but is not limited:

- Detailing their prevention procedures to prevent personal, property and environmental damage and injury,
- Detailing their response procedures to equipment failure, impending releases and material release focusing on corrective measures,
- Listing of response team members, contact numbers, as well as location of responders.

## SECTION: B

### GENERAL PROVISIONS

#### 1.1 INSTRUCTIONS TO BIDDERS

- **Specifications** that are **explicit** to this particular **Invitation to Bid 1819-10** are at **Section A: Bid Specifications**, which begins on **page 5**.
- Bidders must provide the following, completely filled out, appropriately executed, and timely submitted as the minimal bid package:
  - **Bid Tender Form** (2 pages),
  - **Forms 2, 3, 4, 5, 6** (5 pages) and **W-9**

The CITY will evaluate submittals based on the criteria set forth in this package. Fees may be requested as part of the package. However, if fees are requested, the CITY reserves the right, at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services. Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any bid at the CITY's sole discretion.

#### 1.2 TERMS AND CONDITIONS

- A. General. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Unless otherwise specified herein, the submitter will allow sixty (60) days from the last date for the receiving of bids for acceptance of its submittals by the CITY.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Extension of Contract. If the CITY should advertise for bids, the contract resulting from this BID shall automatically be extended month-to-month past its term end date. This will allow the CITY to receive and assess proposals, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards.
- E. Contract Termination. Subject to a fourteen (14) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
  - 1) The Contractor fails to perform the work in a satisfactory manner as determined by the CITY.
  - 2) The Contractor fails to perform the work in a timely manner as determined by the CITY.
  - 3) *For convenience*. By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.



F. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all bids, in whole or in part, and to accept the bid that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be bid separately and no attempt shall be made to tie any item or items together.

G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

**1.3 ADDITIONAL INFORMATION**

The information in this bid package is provided to facilitate bids. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer, in the Property and Procurement Division via email at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net).

**1.4 ADDENDUM TO THE BID**

If any addenda are issued to this bid, a good faith attempt will be made to deliver a copy to each of the bidders, who, according to the records of the Property and Procurement Division previously requested a copy of this bid. However, prior to submitting a bid, it shall be the responsibility of the bidder to contact the CITY's Property and Procurement Division (904-247-6229) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the bid. Bidders should either acknowledge receipt of such addenda on their bid, or attach such addenda to their bid.

**1.5 USE OF BID RESPONSE FORMS**

All bids must include the completed Bid Tender Form provided in this package, and all questions must be answered. Bids will not be accepted where the Bid Tender Form has been retyped or altered by the bidder. Failure to comply may preclude consideration of the bid. Supplemental information may be attached to the Bid Tender Form.

**1.6 DEVIATIONS FROM REQUESTED PLAN**

The contract terms and conditions stipulated in this bid are those required by the CITY. Bidders are required to submit their bid, which complies with the request. Any deviations from the request should be clearly noted.

**1.7 CONFLICT WITH SPECIMEN CONTRACTS**

Unless specifically noted to the contrary as a deviation from the bid, the submission of bidder's specimen contract with a bidder's bid submittal shall not constitute notice of the bidder's intent

to deviate from the bid in a restrictive manner. Unless specifically noted otherwise, the attachment of the bidder's specimen contract shall be deemed to be an offer in at least full compliance with the bid, and the bidder expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the bid. That is, submission of a bidder's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the bid or a broadening of terms and conditions to the benefit of the CITY beyond that required by the bid.

**1.8 ERRORS IN SUBMITTALS**

Bidders shall fully inform themselves as to the conditions, requirements and specifications before submitting the bid. Failure to do so will be at the bidder's own risk, and a bidder cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

**1.9 LEGAL AND REGULATORY COMPLIANCE**

The bidder must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

**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 THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:**

**TELEPHONE NUMBER: 904-247-6250 EXT # 10**

**EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET**

**MAILING ADDRESS: 11 NORTH THIRD STREET JACKSONVILLE BEACH, FL 32250**

**1.10 CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE**

The CITY should be given at least 90 days' notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable)

**1.11 WAIVER/REJECTION OF BIDS**

The CITY reserves the right to waive formalities or informalities in bids and to reject any or all bids or portions of bids, or to accept any bids or portions of bids deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the bidder.

**1.12 AUTHORIZED OFFER**

The person submitting the bid should indicate the extent of authorization by the Company to make a valid offer in the bid summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the bid is not authorized to submit a bid that can be bound by CITY

acceptance, such a person should also obtain the signature of an authorized representative of the bidder's firm, that may result in a bound contract upon the CITY's acceptance.

**1.13 EVALUATION OF BIDS**

The CITY will evaluate each bid based on all the criteria set forth in the bid. Fees may be requested as part of the bid package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

**1.14 USE OF BID BY OTHER AGENCIES**

It is hereby made a part of this bid that the submission of any bid response to the advertisement request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

**1.15 PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. . As part of the Solicitation process, all Respondents are to complete a Required Disclosure Form. **(See attached FORM 3)**

**1.16 CONFLICT OF INTEREST CERTIFICATE**

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential respondents and/or respondents on City solicitations, the City's professional staff, and the City Council members.

Any lobbying by or on behalf of the respondent will result in rejection/disqualification of said proposal/bid. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this proposal.

DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE

CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL/BID WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the solicitation process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent's proposal/bid.

**1.17 NON-COLLUSION AFFIDAVIT**

As part of the solicitation process, Respondents are required to complete a Non-Collusion Affidavit. This is intended to prevent corruption in the solicitation process by requiring a declaration from the Respondent that they have not colluded with any other party in preparation of their proposal. (See attached FORM 5)

**1.18 DISCRIMINATION CLAUSE**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**1.19 SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY**

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety.
- B. The Owner's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the Owner; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The Owner

reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the Owner that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the Owner be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the Owner for any act or failure to act in respect to the safety provisions of this agreement.

## 1.20 INSURANCE REQUIREMENTS

### A. DEFINITIONS

The City: The City, the City Council, Officers, employees, volunteers, representatives and agents.

Other Party Defined: Name of other person or company, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, Contractors and sub-contractors.

### B. GENERAL PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

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

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

### C. PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

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

D. INSURANCE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage’s specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor’s interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The Contractor and all subcontractors shall purchase and maintain worker's compensation insurance for all workers’ compensation obligations imposed by state law and employer’s liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The Contractor and all subcontractors shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	each occurrence
		\$1,000,000	Aggregate

Products and Completed Operations are **required for Contractor and all subcontractors.**

Amount: \$1,000,000 Aggregate

Business Auto Liability Coverage is **required for Contractor and all subcontractors.**

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Professional Liability **is Required**

Pollution Liability Required of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

**Excess or Umbrella Liability Coverage.**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

E. CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverage shall name the City as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)' obligation to fulfill the insurance requirements herein.

**1.21 PERFORMANCE AND PAYMENT BONDS – N/A**

- A. Simultaneously with his delivery of the executed contract to the CITY, a Bidder, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms, each in an amount of one-hundred percent (100%) of the total amount of the accepted Bid/Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney-in-Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.
- B. The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period.



**1.22 BANKRUPTCY**

No firm will be issued a contract for the work, where in a key representative has filed for bankruptcy personally or has been a CITY/officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. (See attached FORM 6)

**1.23 NONEXCLUSIVE**

Notwithstanding the contract resulting from this bid, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional goods/services noted in this bid.

**1.24 DRUG FREE WORKPLACE COMPLIANCE FORM**

Attached is a Drug Free Workplace Compliance Form. All submitted bids must include this form executed by the proper representative of your company. (See attached Form 4).

**1.25 WARRANTY**

The successful Bidder shall warrant that all items/services shall conform to the proposed specifications and/or warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**1.26 PROTEST**

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Bid Award Notice, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

**1.27 FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.28 OMISSIONS IN SPECIFICATIONS**

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

**1.29 FORCE MAJEURE**

The City and the successful bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- C. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

**1.30 BID AWARD NOTICE FORM**

Attached is a Bid Award Notice Form. All submitted proposals are to include this form to be notified of the recommendation of award. **(See attached FORM 2).**

**1.31 INDEMNIFICATION REQUIREMENT**

The CITY shall require the following or similar indemnification paragraphs to be made part of the contract as entered into with the successful Bidder.

The CITY shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

The CITY shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide the contract services resulting in malpractice, or errors or omissions liability arising out of performance under this contract, unless such claims are a result of the CITY's own negligence.

**FORM 1: BID TENDER FORM** (Page 1 of 2)

**BID #: 1819-10 Liquid Chlorine and Sulfur Dioxide Bid**

<u>Bid Item</u>	<u>Description</u>	<u>Container Size</u>	<u>Estimated Quantity of Containers</u>	<u>Unit Price Bid</u>	<u>Extended Price</u>
1	Chlorine, Liquid	1 ton cylinder	50 each	\$ _____ per 1-ton cylinder	\$ _____
2	Sulfur Dioxide	150 pound (#) long neck cylinder	100 each	\$ _____ per 150# long neck cylinder	\$ _____
<b>Total (1-2 above)</b>					\$ _____

**NOTE:** Bidder is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers’ requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the bid, to the CITY’s satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the bidder’s response to this bid.

The bidder agrees that the bid price shall be good and may **not be withdrawn for a period of 90 days after the opening of the bid.** The bidder understands that the CITY reserves the right to reject all bids, and waive informalities in submitted bids. By signing below you agree the price(s) are firm and guaranteed for the entire term of this bid.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
 Printed name of authorized submitter

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FORM 1: BID TENDER FORM** (Page 2 of 2)

The Bidder understands that the CITY reserves the right to reject all bids and waive informalities in the bids.

<b><u>ADDENDA RECEIPT VERIFICATION</u></b>			
Bidder shall acknowledge receipt of all addenda, if any, to the Invitation to Bid, by filling in Addenda Numbers and dates below.			
Addendum #: _____	Dated: _____		Addendum #: _____ Dated: _____
Addendum #: _____	Dated: _____		Addendum #: _____ Dated: _____

<b><u>BID DOCUMENT TURN-IN CHECKLIST</u></b>		
The following documents are to be completed, signed and submitted as part of the Bid Submittal Package in response to this Invitation To Bid. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted bid. This consideration will be at the sole discretion of the CITY.		
INITIAL Check-Off	FORM	SECTION TITLE
[ _____ ]	1	BID TENDER FORM (completed Pages 19 - 20)
[ _____ ]	2	BID AWARD NOTICE FORM – Mandatory Cover Sheet (completed Page 21)
[ _____ ]	3	REQUIRED DISCLOSURE FORM (completed Page 22)
[ _____ ]	4	DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 23)
[ _____ ]	5	NON-COLLUSION AFFIDAVIT (completed Page 24)
[ _____ ]	6	NON-BANKRUPTCY AFFIDAVIT (completed Page 25)
[ _____ ]		EMERGENCY RESPONSE/MANAGEMENT OF RISK
[ _____ ]		W-9 (attach completed and signed form, which can be obtained from <a href="http://www.irs.gov">www.irs.gov</a> )
<b>NOTE: Please INITIAL Check-Off of each document / activity / requirement that is attached to the Bid Tender Form and/or is required by the ITB and/or Addenda.</b>		

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Typed/Printed Name of Authorized Submitter

By: \_\_\_\_\_

Signature of Authorized Submitter

\_\_\_\_\_ Title (typed or neatly printed)

**FORM 2:**

**BID AWARD NOTICE**

*City of Jacksonville Beach*

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

**Mandatory Cover Sheet**

**NOTICE: Items 1 to 6 are to be completed by the Bidder. The Bidder to submit the form to the CITY along with the Bid Tender Form and other required documents.**

- 1. Company Name: \_\_\_\_\_
- 2. Address Name: \_\_\_\_\_
- 3. City, State and Zip \_\_\_\_\_
- 4. Attention: \_\_\_\_\_
- 5. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 6. E-mail address: \_\_\_\_\_

PLEASE PRINT CLEARLY

\*\*\*\*\*  
 ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH  
 \*\*\*\*\*

Bids were received and evaluated, and the following recommendation will be presented to the City Manager and/or City Council for award of **Bid No. 1819-10** per the attached Bid Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the Bidder of the Bid/RFP Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded bid or combination of Bid Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your bid.

Sincerely,

CITY OF JACKSONVILLE BEACH  
 /s/Luis F. Flores  
 Property and Procurement Division



**FORM 4: DRUG-FREE WORKPLACE COMPLIANCE**

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Vendor’s Signature

**FORM 5: NON-COLLUSION AFFIDAVIT**

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He (it) is the \_\_\_\_\_, of the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: \_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, in the State of \_\_\_\_\_, County of \_\_\_\_\_.

\_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_



**FORM 6**

**NON-BANKRUPTCY AFFIDAVIT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ is an officer and member of the firm of \_\_\_\_\_, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant’s participation in **BID No. 1819-10**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

\_\_\_\_\_  
Affiant Signature

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.  
(Name of affiant)

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Notary’s Printed Name

\_\_\_\_\_  
Expiration of Notary’s Commission

Affix Seal Here: