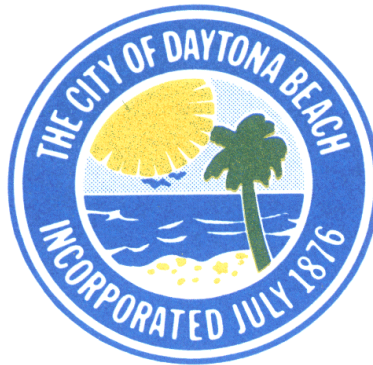


**THE CITY OF DAYTONA BEACH**  
**HYDROGEN PEROXIDE TERM CONTRACT**  
**INVITATION TO BID No. 19450**  
**NIGP COMMODITY CODE 43042, 49344**



**THE CITY OF DAYTONA BEACH**  
**UTILITIES DEPARTMENT – WATER DIVISION**  
**P.O. BOX 2451**  
**DAYTONA BEACH, FL 32115**

**ISSUE DATE: May 21, 2019**

ITB-Commodity 10/8/2018

**Bidders who wish to continue being notified of upcoming bid opportunities make sure they have registered at: [purchasing.codb.us](http://purchasing.codb.us) Make sure you have registered for the Commodity Code listed above to receive updates for this solicitation.**

## INVITATION TO BID

**THE CITY OF DAYTONA BEACH, FLORIDA** will receive bids for **HYDROGEN PEROXIDE TERM CONTRACT, ITB No. 19450**, at the City of Daytona Beach Purchasing Division, City Hall Room 146, 301 S. Ridgewood Ave., Daytona Beach, Florida 32114, until **2:00 p.m., on June 4, 2019**, at which time bids will be opened publicly and read aloud. Bids received after said time will be returned unopened.

**SEALED BIDS** must be addressed to:

Joanne Flick, Purchasing Agent  
The City of Daytona Beach Purchasing Division  
301 S. Ridgewood Ave., Room 146  
Daytona Beach, Fl., 32114

with "Sealed Bid for HYDROGEN PEROXIDE TERM CONTRACT, **19450**" plainly written on the outside of the envelope.

**SCOPE OF WORK** involves: The Vendor will furnish Lot 1 - Food Grade Salt in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/AWWA B200 and NFS 60 Certified. Lot 2 - Liquid Hydrogen Peroxide to be furnished as needed in accordance with general specifications and shall conform to the standards as set forth by ANSI/AWWA for Hydrogen peroxide. This will be a lot by lot bid, awarded separately.

**AWARD OF CONTRACT** is subject to Chapter 30, Code of the City of Daytona Beach

**BID DOCUMENTS** may be viewed or downloaded as pdf files on-line at <http://.purchasing.codb.us> at no charge. Contract Documents, including Drawings and Technical Specifications are on file at the Daytona Beach Purchasing Division. All inquiries pertaining to this project should be emailed to [purchasing@codb.us](mailto:purchasing@codb.us) or mailed to Purchasing Agent, Post Office Box 2451, Daytona Beach, Florida 32115-2451.

**THE CITY RESERVES THE RIGHT** to accept or reject any or all bids or parts thereof, or to accept the Bid(s) or parts thereof, or to waive any informalities when considered to be in the best interest of the City.

**BIDS MAY BE HELD** by the City of Daytona Beach for a period not to exceed 60 days from the date of opening of bids for the purpose of reviewing the Bid and investigating the qualifications of Bidders prior to awarding the contract. Bidders submitting bids to the City must comply with Chapter 30, Purchasing Code, "Minority and Women Owned Business Enterprises.

THE CITY OF DAYTONA BEACH  
VOLUSIA COUNTY, FLORIDA

By: KIRK ZIMMERMAN, CPPB | BUYER  
HYDROGEN PEROXIDE TERM CONTRACT  
Issue Date May 21, 2019

## INSTRUCTIONS TO BIDDERS

**THESE INSTRUCTIONS ARE STANDARD FOR ALL *COMMODITY* BID SOLICITATIONS ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL INSTRUCTION SHEETS.**

**1. BID DOCUMENTS.** The Bid Documents consist of the Invitation to Bid; these Instructions; Special Instructions, if any; the Standard Terms and Conditions; Supplemental Terms and Conditions, if any; the Bid Proposal Form to be completed, signed, and submitted by the Bidder; and all additional information and forms provided by the City as part of this solicitation that are required to be completed and submitted by the Bidder as part of the Bid, regardless of whether these forms are described herein as exhibits or attachments to the Bid Proposal Form. Together, the Bid Proposal Form and the additional forms required to be submitted by the Bidder as part of the Bid, constitute the "Bid Package."

In making copies of Bid Documents available, the City does so only for the purpose of obtaining Bids and does not confer a license or grant to use the Bid Documents for any other purpose.

**2. COMPLETING THE BID.** In submitting the Bid, the Bidder must complete and include all Bid Package documents. In order for the Bid to be considered complete:

A. The Bidder must submit the information required, only on the forms provided by the City as part of the Bid Package, except where the Bid Documents specifically permit or require otherwise.

B. The City requests that the Bidder submit only the Bid Package. If the Bidder submits a Bid that includes any documents other than the Bid Package, except where the Bid Documents specifically permit or require otherwise, these extraneous documents will be discarded.

C. The Bid Proposal Form and the other documents included in the Bid Package all contain blank spaces that the Bidder must complete. The Bidder must fill in these blank spaces in ink or by typewriter, and must initial with ink, all corrections and erasures to the information provided by the Bidder in these blank spaces.

D. Unless this solicitation contains Special Instructions allowing for partial or lot-by-lot bids, the Bidder must quote all unit prices and extended unit prices (if any) set forth in the Bid Package. If this solicitation allows for partial or lot-by-lot bids, the Bidder must comply with the Special Instructions in completing filling out the unit prices and extended unit prices set forth in the Bid Package.

E. The Bid Price (including unit prices and extended prices if applicable), must be stated in numerals.

F. If this solicitation requires unit prices and there is a conflict between the unit prices and the extended totals, the unit price will take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

G. The Bidder must not submit alternative bids unless this solicitation specifically authorizes alternate bids. If this solicitation specifically allows the submission of alternate bids, the Bidder must submit the Base Bid and any/all Bid Alternate(s) in order to be considered responsive.

H. The Bid may not contain qualifications or exceptions of any kinds.

I. All other submittal requirements stated herein must be met.

**3. SIGNING THE BID.** The Bid Proposal Form, and all other Bid Package documents requiring the Bidder's signature, must contain an original signature of an individual who is authorized to bind the Bidder.

The signature must be located in the space(s) marked for the Bidder's signature. Electronic signatures will not be accepted. In addition:

A. If the Bidder is a general partnership, its name and address must be stated, as well as the name and address of each member of the firm or partnership.

B. If the Bidder is a joint venture, the Bidder must provide on separate signed sheet(s) of paper along with the Bid Proposal documents provided by the City, the full legal names of all persons/firms comprising the joint venture.

C. The person signing the Bid Proposal Form on behalf of the Bidder must be the same person who signs all of the other Bid Package documents.

**4. INVESTIGATIONS AND REQUESTS FOR INTERPRETATIONS.** Before submitting a Bid, each Bidder will make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Bidder will rely. If the Bidder receives an award as a result of its Bid submission, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the Bid Documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Bidder for additional compensation.

If the Bidder is in doubt as to the meaning of any of the Bid Documents or any other Contract Documents included in this solicitation, the Bidder may submit a written request to the City for an interpretation, in care of the Purchasing Agent at the address set forth in the Invitation for delivery of the Bid. Such requests must be received prior to Bid Opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation of the Bid Documents issued by the City in the form of a written addendum will be deemed to be a part of the Bid Documents.

Deadline for submitting questions will be 7 calendar days prior to bid due date.

No oral clarification or interpretation will be binding.

**5. ADDENDA TO BID DOCUMENTS.** Prior to Bid Opening, the City may, on the City's own initiative or in response to a request for clarification, furnish addenda for additions or alterations to these Instructions, the Bid Documents, and to any or all Drawings, Specifications, or other Contract Documents previously supplied by the City. In addition, the City may by addendum extend the date scheduled for Bid Opening.

The Purchasing Agent will make reasonable efforts to notify all potential Bidders of the issuance of an Addendum. The Purchasing Agent will also post Addenda on the City's official web site. The City's web site address is <http://purchasing.codb.us>.

**However, the Bidder is solely responsible for ensuring that the Bid Package submitted reflects all such Addenda.**

**6. BID ENVELOPE.** The Bid, including the Bid Proposal Form, and all required Bid Documents must be returned in an opaque, sealed envelope. The outer envelope must display the name and address of the Bidder, the Bid number and Bid title as set forth on the Invitation to Bid, and the date and time scheduled for Bid Opening. The envelope must be addressed to:

Purchasing Agent  
City of Daytona Beach  
Room 146  
301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

**7. SUBMISSION OF BID.** The Bidder must submit the Bid by mail or hand delivery at or prior to the time fixed for Bid Opening in the Invitation for Bids. Bids submitted after the time fixed for Bid Opening will not be accepted. The Bid must be delivered to the Purchasing Agent at the address above. A Bid submitted to any other location will not be considered. Telephone, electronic, and faxed bids will not be considered.

**8. AMENDMENT AND WITHDRAWAL OF BID.** The Bidder may amend or withdraw the Bid at any time prior to Bid Opening, but only with prior written notice to the Purchasing Agent, submitted in the same manner as the Bid. The notice must be signed by a properly authorized agent of the Bidder.

Mere negligence on the part of the Bidder in preparing the Bid does not constitute a right to withdraw the Bid subsequent to Bid Opening.

Amendments may be made only through the submission of a complete Bid Package, along with a written statement, signed by the same person who signed the Bid Package documents, that the submission is intended to fully replace the Bidder's earlier submission. The City is not required to honor an amendment that fails to comply with this Paragraph 9.

**9. DISQUALIFICATION OF BIDDERS.**

A. **Only One Bid Permitted:** The Bidder may submit only one Bid. If the Bidder submits more than one bid for the work involved, all Bids submitted from the Bidder will be rejected.

B. **Collusion:** If the City determines that collusion exists among Bidders, the City will reject the Bids of all participants in the collusion.

C. **Scrutinized Companies List:** If the Bidder is found to have submitted a false certification as provided by F.S. Section 238.175(5), or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City will have the option to immediately terminate this Contract. The City Commission or the CRA Governing Board will have authority to act on behalf of the City.

**10. BID OPENING.** Bid Opening will be scheduled at the location and on the date and time specified by the Invitation for Bid, or by any applicable Bid Addendum that the City may issue. At Bid Opening, the City will open and record the Bid so long as it is proper and has been timely submitted. In recording the Bid the City will state the name of the Bidder and the Bid Price.

The Bidder is solely responsibility to ensure that the Bid is time and date stamped by the Purchasing Agent prior to Bid Opening. Late Bids will be rejected and returned unopened.

The Bidder may be present at Bid Opening but is not required to be present.

**11. UNIT PRICING AND QUANTITIES.** If this solicitation requests submission of unit prices: (i) the successful Bidder will hold all unit prices bid firm and quantities stated are an estimate only and no guarantee is given or implied as to quantities that will actually be required during the Contract period.

**12. THE BID IS AN OFFER.** In submitting the Bid, the Bidder certifies that the Bidder is making a firm offer that will remain open for 60 days following Bid Opening unless properly and timely withdrawn by the Bidder prior to Bid Opening in conformance with these Instructions unless the City, in the City's sole discretion, rejects the Bid after Bid Opening. Extensions of time beyond the 60 day period will only be by agreement of the City and the Bidder.

**13. FEDERAL TAXES.** The Bid price will be exclusive of all federal taxes. If the Bidder believes that certain other taxes are properly payable by the City, the Bidder may list such taxes separately in each case directly below the respective item Bid price. Tax exemption certificates will be furnished upon request.

**14. BID PRICE INCLUSIVE OF COSTS.** The Bid Price is inclusive of all of the Bidder's direct and indirect costs of performing the Work, including the cost of packaging, shipping, and paying or royalties for copyright, patent, or trademarks, involved in the work.

**15. BIDS AND PUBLIC RECORDS.** Sealed Bids received by the City pursuant to the Invitation to Bid will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, all bids will be open for a personal inspection by any person pursuant to Public Records Law.

If the Bidder believes that the Bid or any portion thereof is permanently exempt from disclosure under the public records laws, the Bidder must state the grounds for this position in CAPITAL LETTERS on a cover sheet accompanying the sealed Bid. The Bidder will be contacted prior to the opening of the Bid and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Bidder may in writing request the return of the sealed Bid in accordance with Section 8 above.

**16. BID OPENING RESULTS.** The Bidder may secure information pertaining to Bid Opening results by visiting <http://purchasing.codb.us> and clicking the link titled, "Closed Solicitations", by visiting the Purchasing Division Office Monday through Friday between 8:00 am and 3:00 pm, by submitting a written request to the address supplied in the Invitation, or by emailing a request to [purchasing@codb.us](mailto:purchasing@codb.us). Copies of Bid tabulation sheets will be furnished upon request and receipt of a valid email address or self-addressed stamped envelope.

**17. BIDDER CAPABILITY/REFERENCES.** Prior to contract award, the City may require Bidder to show that Bidder has the necessary facilities, equipment, ability, and financial resources to perform the work specified in a satisfactory manner and within the time specified.

In addition, the City may require Bidder to demonstrate that the Bidder has experience in work of the same or similar nature as the work required herein, and to provide references satisfactory to the City.

**18. REVIEW; BASIS OF AWARD.** Bids will be reviewed in accordance with the procedures set forth in these Instructions to Bidders and the applicable provisions of the Purchasing Code, Chapter 30, Code of the City of Daytona Beach available at [Municode Library](#). Any contract award pursuant to the Invitation to Bid will be made on the basis of the criteria for award of bids provided in the Purchasing Code.

**19. LOCAL PREFERENCE.** The Purchasing Code provides for a preference to local vendors whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

As used in City Code, the term, "local vendor" means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date bids or proposals were received for the purchase or contract at issue, which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

Pursuant to City Code, if the lowest responsive bid is submitted by a non-local vendor, and a bid submitted by a local vendor is within 10% of the lowest bid, then these two vendors will each have the opportunity to submit a best and final bid equal to or lower than the amount of the lowest bid within five working days after bid opening. The bid will be awarded to the bidder submitting the lowest responsive bid or final bid. In case of a tie between a local vendor and a non-local vendor, the bid will be awarded to the local vendor.

If the Bidder intends to qualify as a local vendor, the Bidder must complete and sign the Local Vendor affidavit and submit it as part of the Bid. A Bidder who fails to properly complete and sign this affidavit or submit it with the Bid, will not be considered for local preference.

If the Bidder submits a properly completed Local Vendor affidavit as part of its Bid, the City reserves the right to verify that the Bidder meets the definition of Local Vendor, including by requiring the Bidder to supply additional documentation. In all instances, the City will be the final arbiter as to whether the Bidder qualifies for local preference.

With certain exceptions, application of local preference is discretionary. For more information on how the Local Preference may apply, see the Purchasing Code.

**20. MINORITY & WOMEN OWNED BUSINESS ENTERPRISES.** The Vendor must comply with those provisions of the Purchasing Code, relating to Minority and Women- Owned Businesses.

A list of Minority Business Enterprise Vendors is available on-line at <http://purchasing.codb.us>.

**21. IDENTICAL TIE BIDS.** If there are two or more low responsive bids from responsible Bidders that are identical in price the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c).

**22. RIGHT TO ACCEPT OR REJECT BIDS.** The City will reject Bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with these Instructions to Bidders and the Contract Documents, unless the City in its sole discretion determines that the non-compliance is minor.

The City does not bind itself to accept the minimum Bid stated herein, but reserves the right to accept any Bid, which in the judgment of the City will best serve the needs and interests of the City.

The City reserves the right to accept or reject any or all Bids in whole or in part, and to award by items, parts of items, or by any aggregate group of items specified. The City reserves also the right to waive technical defects when in its judgment the best interest of The City thereby will be served.

**23. CRA MAY AWARD CONTRACT.** If the funds to be used to pay for the materials solicited are from redevelopment trust funds, contract award may be made by the City of Daytona Beach Community Redevelopment Agency (CRA) instead of the City. In this instance, the CRA, instead of the City, may be party to any written contract required to be executed by the successful Bidder, and any references to the City in the Invitation to Bid, these Instructions, or the Bid Documents will be deemed to refer to the CRA as logic dictates.

**24. CRA MAY ORDER GOODS PURSUANT TO CONTRACT.** In the case of a continuing/term supply contract awarded pursuant to this solicitation, if the funds to be used to pay for a portion of the supply or service are from redevelopment trust funds, the CRA is authorized to order goods for a specific procurement under this Contract instead of the City.

**25. PUBLIC ENTITY CRIMES.** Any party submitting a Bid in response to this invitation must execute the Form AFFIDAVIT ON PUBLIC ENTITY CRIMES, which has been provided with this solicitation, and enclose it with the completed Bid Proposal Form. The Bidder's failure to properly complete, sign, and submit the AFFIDAVIT ON PUBLIC ENTITY CRIMES will be grounds for rejecting the Bid as non-responsive. If the City, having awarded the contract to the Bidder, later determines that the information provided in the AFFIDAVIT is false, the City may immediately terminate the contract for cause.

**26. COMPLIANCE WITH LAWS.** The Bidder will be responsible for complying with all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work.

At time of Bid submittal, the Bidder must hold the required licensure to be the prime contractor for all work to be performed under this solicitation. Any subcontractors or sub-consultants whom the Bidder proposes to use to perform work under this solicitation must also hold the required licensure at the time of Bid submittal.

**27. MAINTENANCE OF LICENSES.** The Bidder will maintain all required licenses in full force and effect during the contract term.

**28. BIDDER RESPONSIBILITY FOR PREPARATION COSTS.** Neither the City nor the City's officers or agents will be liable for the costs incurred by the Bidder in reviewing or responding to this solicitation.

**29. SAMPLES.** When required, samples must be furnished no later than the time specified for Bid Opening, free of expense to the City, marked plainly with name and address of Bidder, Bid number and opening date of Bid, and will include a memorandum indicating if Bidder requests return of samples. Failure to submit sample when required will result in the Bid being found non-responsive and ineligible from consideration. Samples provided by the successful Bidder will be retained by the City for comparison with deliveries. Samples submitted by other Bidders may be returned at Bidder's risk and expense, providing they have not been made useless through tests, when required, All samples submitted are subject to mutilation as a result of tests by the City.

**30. SPECIFICATIONS/DESCRIPTION OF EQUIPMENT.** If any proprietary, trade, brand or manufacturers' name or part number is used herein in describing the required equipment, it will be understood to indicate the minimum standard of composition and quality desired, and will not be construed to exclude equipment that equals or exceeds the functional capability and quality of the named equipment, unless otherwise indicated. If bids are based on such equivalent equipment, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance.

The equipment bid herein will be of standard manufacture, new, and of the current production model.

Detailed equipment's specifications for make and model offered will be provided with Bid.

In cases where it becomes necessary to determine whether or not a product bid is equal or equivalent to the product specified, the City of Daytona Beach, at its sole discretion, will make such determination.

**31. FINALIZATION OF CONTRACT.** Except as provided below, the successful bidder, if any, will be required to execute a Memorandum of Contract, furnished by the City, as a condition of the bid award. A sample Memorandum of Contract is included in this solicitation.

The City reserves the right to make minor changes in the Terms and Conditions of this Contract (including the Standard Terms and Conditions and Supplemental General Conditions), prior to award of the contract to correct errors, make minor formatting changes, comply with law, or for legal sufficiency. If the City exercises this right, then instead of the Memorandum of Contract, the Bidder will be required to exercise a form contract provided by the City, fully incorporating the ITB, the Bid Proposal, and the Terms and Conditions, and specifically identifying the changes to the Terms and Conditions made pursuant to this Section.



## SPECIAL INSTRUCTIONS

**SI 1.** Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B200 standard, product specifications or certificate of analysis, and a Material Safety Data Sheet for LOT 1 with the bid form.

**SI 2. WORK DIVIDED INTO LOTS.** Award of this Bid will be on a lot-by-lot basis to the lowest and best Bidder for each individual lot. Bidder will provide a price for each lot being bid. If the Bidder elects not to bid on a particular lot, Bidder must clearly mark "No Bid" on the lines provided for pricing for that lot.

**SI 3. PRICE ESCALATION/DE-ESCALATION (PPI)**

The City may allow a price escalation provision within this award. The original contract prices shall be firm for 1 year. A price escalation/de-escalation will be considered after the first 12 months and at 1-year intervals thereafter, provided the Contractor notifies the City, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Producer Price Index (PPI) – Industry Data, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov).

Food Grade Salt: <https://beta.bls.gov/dataViewer/view/timeseries/WPU06130271>

Hydrogen Peroxide: <https://beta.bls.gov/dataViewer/view/timeseries/WPU061>

[bls.gov, click beta, click data finder, type key word in search bar, enter, copy link above]

Price adjustment shall be calculated by applying the simple percentage model to the PPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the PPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = Percentage Change

PPI Calculation Example: PPI for current period 232.945

Less PPI for base period 229.815

Equals index point change 3.130

Divided by base period PPI 229.815

Equals 0.0136

Result multiplied by 100 0.0136 x 100

Equals percent change 1.4%

## STANDARD TERMS AND CONDITIONS

### 1. Definitions. Certain terms used herein will have the following meanings:

(a) The City means the City of Daytona Beach, and unless the context dictates otherwise, includes the City's officers, employees, and agents.

(b) Commodities means the supplies, materials, goods, merchandise, food, equipment, or other personal property that the Vendor will be obligated to provide the City under this Contract. These commodities are generally set forth in the Bid Schedule.

(c) Contract means the Bid Documents, including Instructions, Special Instructions, Addenda, Standard Terms and Conditions, and Supplemental Conditions if any; the Bid Package submitted by the Vendor; the Resolution or Ordinance awarding the Bid; the form contract, if any, required by the City in order to integrate all terms and conditions herein, or in absence of such form contract, the signed short form memorandum of contract provided by the City for the Vendor's execution; any other documents specifically incorporated herein or by any of the documents referenced above; all purchase orders issued pursuant to the Bid Documents; and all amendments that may after the date of award be executed by the Vendor and the City.

(d) Vendor means the successful Bidder who was awarded this Contract by the City; and unless the context dictates otherwise, includes Vendor's officers, employees, and agents.

All other terms not defined above will have their ordinary meaning.

**2. Indemnification.** For value received, the Vendor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from (i) all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor, or of Vendor's officers, employees, and agents, including subcontractors and other persons employed or utilized by the Vendor in the performance of the Contract; and (ii) all liabilities, damages, injuries, losses, claims, suits, actions, judgments, charges, expenses, or costs of any nature and kind, including attorneys' fees and court costs, arising from or relating to actual or alleged violation of or infringement of any patent, trademark, copyright, service mark, trade secret or intellectual property right for or on account of the use of any product or services sold to the City or used in performance of the work.

**3. Warranty.** Except as provided in the Supplemental Terms and Conditions, if any, Vendor warrants that the commodities supplied pursuant to this Contract are new, of good quality, and conform to any specifications and requirements of this Contract; that such commodities are merchantable; and that they are fit for the ordinary purposes they are intended to serve.

**4. MSD.** Vendor will supply Material Safety Data (MSD) with each initial delivery of any materials defined by the State of Florida or the Federal Government as being toxic or harmful.

**5. Packaging and Shipping.** All invoices, packing lists and packages must bear the name of the Contract and the applicable City purchase order number as printed on the face of the purchase order.

**6. Discontinued.** Vendor will provide the City 30 days' advance written notice of a discontinued item, to allow the City to purchase additional quantities of such items. The City must give written approval of any replacements provided for discontinued items if they exceed the unit price for the discontinued item or fail to strictly meet quality, fit, form, or function of the discontinued item.

**7. Payment.** Payment will be made 45 days after Vendor has provided an accurate and undisputed invoice, except where the City accepts a prompt payment discount from the Vendor and the commodities are not defective. All invoices must have a unique invoice number, date, and pricing by line item and unit price that are consistent with this Contract and purchase order. Improper invoices will be returned to the

Vendor. Any additional terms and conditions set forth on an invoice not in compliance with this Contract or the purchase order are null and void. Nothing in this Contract will be deemed to create an obligation on the City's part to pay a subcontractor or supplier of Vendor's for commodities provided under this Contract.

**8. Sovereign Immunity.** The City expressly retains all rights, benefits, and immunities of sovereign immunity under Florida law, including Section 768.28, Florida Statutes. Nothing in this Contract, or any purchase order, or notice provided under this Contract will be deemed to be a waiver of sovereign immunity or of the limitations on liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida legislature, and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort, equity, or contract will not exceed the dollar amount set by the legislature for tort. Nothing in this Contract, or any purchase order, or notice provided pursuant to this Contract will inure to the benefit of any third party for the purpose of allowing a claim against the City, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. Books and Records.** The Vendor will maintain books, records, and documents pertinent to performance under this Contract and any purchase order issued hereunder in accordance with generally accepted accounting principles. The City will have inspection and audit rights to such records during the term of this Contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from such performance will be made available until a final disposition has been made of such litigation, appeals or claims.

**10. UCC.** In addition to any rights or remedies contained in this Contract, each party will have the rights, duties, and remedies available through the Uniform Commercial Code.

**11. Notices.** All notices given by one party to the other under this Contract will be delivered to:

For the City:  
Attn: Shannon Pointz, Utilities Director  
City of Daytona Beach  
125 Basin Street Suite 204  
Daytona Beach, FL 32114  
Fax: 386-671-8847

For the Vendor: **To the individual signing the Bid Proposal Form**

**12. Amendments and Modifications.** The City may unilaterally change, at no additional cost, the quantity and receiving point within the City for items not yet shipped. The City will not be required to pay for defective items, back-orders, late deliveries, deliveries of quantities of items exceeding the quantities specified, or items shipped at a higher price than stated in this Contract or the purchase order. Except as otherwise provided herein, no change or modification of the Contract will be valid unless the same is in writing and signed by both Parties.

**13. Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the City's written approval.

**14. Compliance with Laws and Regulations.** In providing goods pursuant to this Contract, Vendor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted.

**15. Principles in Construing Contract.** The Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

**16. Litigation/Venue.** In case of litigation, the laws of the State of Florida will govern Florida; the exclusive venue will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court; and each party will bear all of its litigation costs, including attorney's fees.

**17. Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

**18. Limitation on Waivers.** Failure by the City to enforce any provision of this Contract will not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract.

**19. Termination of Contract.**

(a) The City may terminate this Contract, in whole or in part, at any time, for the City's convenience, nonappropriation of funds, or upon Vendor's material breach, by providing written notice as follows:

(1) Before terminating for convenience, the City must provide Vendor 30 days' notice. Termination will be automatic upon the expiration of the 30-day period.

(2) Before terminating for non-appropriation of funds, the City will provide Vendor such notice as is reasonably practical under the circumstances.

(3) Before terminating due to Vendor's material breach of its contractual obligations, City must provide Vendor written notice specifying the breach and demanding that Vendor remedy the breach within the Cure Period; except when the nature of the breach is that it is irrevocable and cannot be cured (an example of a breach that is irrevocable is the Vendor's submittal, as bidder, of an Affidavit on Public Entity Crimes which is false). The Cure Period will be 10 days; unless the nature of the material breach is such that it cannot be reasonably cured within this 10-day period despite Vendor's diligent efforts to do so, in which instance the Cure Period will be extended by one day for each day beyond the 10-day Cure Period that Vendor has continued to diligently attempt to complete the remedy. This Contract will terminate automatically and without need for additional notice if Vendor fails to remedy the material breach within the Cure Period.

In any of the above instances, upon termination, Vendor will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by Vendor in performing this Contract, whether completed or in process.

(b) If the termination is for the City's convenience, Vendor will be paid compensation for goods delivered prior to the date of termination.

(c) If termination is for nonappropriation, Vendor will be paid for goods delivered prior to the fiscal year for which the nonappropriation event has occurred.

(d) If the termination is due to the Vendor's material breach, the City reserves all rights and remedies it may have under law due to such breach.

(e) If after notice of termination for the Vendor's material breach it is determined by the City or by a court of law that the Vendor had not materially breached this Contract, or that the City's notice for termination upon such breach was insufficient, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Vendor will be made as provided in Subsection (b) of this Section.

(f) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

**20. Suspension of Services.** If the notice of default issued by the City pursuant to the preceding Section so directs, Vendor will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

**21. Severability.** If one or more of the provisions contained in this Contract will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, and this Contract will then be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

**22. Public Records.**

(a) To the extent applicable, Vendor will comply with the requirements of Florida Statutes Section 119.07, which include the following:

(1) Keeping and maintaining public records that the City requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, or, if this is a Contract for a specified Term, through the expiration of the Term; and following such completion or expiration, as applicable, if Vendor fails to transfer such records to the City.

(4) Upon completion of the work, or, if this is a Contract for a specified Term, upon expiration of the Term, keep and maintain public records required by the City to perform the service. Vendor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, VENDOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:**

(Phone) 386 671-8023  
(Email) clerk@codb.us  
(Address) 301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive Vendor's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

**23. Title/Risk of Loss.** Title and risk of loss will not be deemed to pass to the City unless and until the commodities ordered have been delivered; and, where inspection is required prior to City acceptance, until the City has inspected and accepted such commodities. In all instances shipment will be FOB destination.

**24. Failure to Enforce.** Failure by the City at any time to enforce the provisions of this contract will not be construed as a waiver of any such provisions. Such failure to enforce will not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

**25. Purchase Orders.** All purchase orders issued pursuant to the Contract will be deemed to incorporate all terms and conditions of the Contract regardless of whether the Contract or Contract Documents are expressly referenced therein. In case of conflicts between a purchase order and any other with provisions of the Contract Documents, the other provisions of the Contract Documents will control.

**26. Additional Quantities.** For a period not exceeding 90 days from the date of award of the Contract by the City, the right is reserved to acquire additional quantities up to but not exceeding those shown on Bid at the prices Bid in this invitation.

**27. Delivery.** Delivery of all materials or products under this Bid will be quoted FOB Daytona Beach or other point of use as specified. No delivery charges will be added to invoices except when express delivery is substituted on order for less expensive method specified in Contract; in such cases, difference between freight or mail and express charges may be added to the invoice.

**28. Delivery Failures.** Failure of the Vendor to deliver within the time specified in the Contract, or within a reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles as directed by the Purchasing Agent, will permit the Purchasing Agent to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases the Vendor will reimburse The City within a reasonable time specified by the Purchasing Agent, for any expenses incurred in excess of the defaulted prices.

**29. Governmental Restrictions.** In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performance of the items awarded to the Vendor prior to delivery, it will be the responsibility of the Vendor to notify the City in writing at once, indicating the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

**30. Patent Infringement, Etc.** By submission of this Bid, the Vendor certifies that the merchandise to be furnished will not infringe any valid patent, copyright, or trademark and the successful Vendor will, at his own expense, defend any and all sections or suites charging such infringement and hold The City harmless in case of any such infringements.

## SUPPLEMENTAL TERMS AND CONDITIONS

In case of conflicts between these Supplemental Terms and Conditions and the Standard Terms and Conditions, these Supplemental Terms and Conditions will govern.

**STC 1 AUTHORITY TO PIGGYBACK.** Submission of any Bid in response to this solicitation constitutes an offer made under the same terms and conditions and for the same price, to any other governmental entity.

**STC 2 ELIGIBLE USERS.** All departments of the City are eligible to use this term contract. Such purchases will be exempt from competitive Bid requirements otherwise applying to their purchases.

**STC 3 NON-EXCLUSIVE CONTRACT.** Award of this Contract will impose no obligation on the part of the City to use the Vendor or this Contract for the purchase of the commodities included in the Bid Schedule during the Contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for purchase of these or similar commodities if the City deems such action to be in the City's best interests. In the case of multiple term contracts, this provision will apply separately to each item.

**STC 4 WORK AUTHORIZATIONS.** This Contract, in and of itself, does not require the Vendor to provide any commodities or perform any services, or require the City to pay for such commodities or services. No commodities will be deemed ordered, and no obligation will arise to pay for such commodities, except when specifically authorized by a written Work Authorization issued in accordance with the City's procurement policies. The Work Authorization will generally consist of the Vendor's written, date quotation, listing the commodities offered, including quantities, with reference to the units and prices set forth in the Bid Schedule, consistent with the provisions of this Contract; and the City's purchase order accepting such offer. No Work Authorization may alter the terms and conditions of this Contract; and any provision of a Work Authorization. In case of a conflict with a Work Authorization, this Contract will govern.

**STC 5 NON-APPROPRIATIONS CLAUSE.** In the event sufficient funds are not budgeted for a new fiscal period, the City will notify the Vendor of such occurrence, and this Contract will terminate on the last day of the current fiscal year without penalty or expense to the City.

**STC 6 TERM / RENEWAL.** The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is 3 years, commencing on the Effective Date. The CITY will have the option to renew this Contract for up to 2 Terms of 1 year each, by providing CONTRACTOR written notice. Such notice must be provided at least 60 days before the end of the current Term, unless waived by CONTRACTOR.

**STC 7 INSURANCE.** Vendor will provide and maintain at Vendor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section.

### (a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Vendor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including (i) Commercial General Liability coverage for operations, independent Vendors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Vendor and any other interests, including but not limited to any associated or subsidiary companies involved in

the work; and (ii) Automobile Liability Insurance, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Vendor in the performance of this Contract.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Vendor's Commercial General Liability insurance policy shall provide coverage to Vendor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of City in Vendor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status that is at least as broad as ISO form CG 20 10 11 85.

Unless specifically waived hereafter in writing by the Risk Manager, Vendor agrees that the insurer will waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

The City will be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of Vendor.

**(b) Proof of Insurance.** Vendor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Vendor will not commence work until all proof of such insurance has been filed with and approved by the City. Vendor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

The Vendor must notify the City of cancellation as soon as the Vendor is knowledgeable of cancellation of any of the required coverages by the insurer, the Vendor, or any other named insured.

If requested by the City, the Vendor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

Anything to the contrary notwithstanding, the liabilities of the Vendor under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration, exclusions, limitations or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the Vendor will relieve the Vendor or its sub-contractors from responsibility to provide insurance as required by this Contract.



## SUBMITTAL CHECKLIST

The following documents are to be submitted with the Bid. Make sure that each blank on the form is filled out. Use NA (not applicable) rather than leaving a line blank.

included	Item(s) Required
	Bid Proposal Form
	Bid Schedule
	Non-Collusion Affidavit
	Local Vendor Affidavit <i>only if filing for local preference</i>
	CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS
	Drug Free Workplace / Tied Bids
	Florida Public Entity Crime Form
	Label the outer most package with the following: Bid Number Date of the Opening Contractor Name and Address

# BID PROPOSAL FORM

**ITB No.: 19421**

TO THE MAYOR AND COMMISSIONERS  
THE CITY OF DAYTONA BEACH, A FLORIDA MUNICIPAL CORPORATION

Dear Mayor and Commissioners:

This Bid is submitted by \_\_\_\_\_  
*(insert Vendor's full legal name; include D/B/A if applicable)*

Business Address: \_\_\_\_\_  
*(include P.O. Box/street address, city, state and zip code)*

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_  
*(include area code) (include area code)*

Business Email: \_\_\_\_\_  
*(leave blank if n/a)*

The undersigned, as VENDOR or VENDOR's authorized representative, hereby declares and affirms each of the following:

1. That VENDOR is fully informed in regard to all conditions pertaining to the site(s).
2. That VENDOR has thoroughly examined all Contract Documents, including Specifications as applicable, relative to the commodities to be provided, and that VENDOR is sufficiently knowledgeable of the commodities to be provided.
3. That, pursuant to and in compliance with the Bid Package, including all other Contract Documents, the VENDOR hereby agrees to furnish all labor, materials, and equipment to provide the commodities in strict accordance with the Contract Documents and for the Unit and/or Lump Sum prices herein stated in the attached Bid Schedule.
4. Subject to the terms and conditions stated in the Contract Documents, that VENDOR will provide the commodities work in accordance with the schedule) specified in the Contract Documents.
5. That VENDOR agrees to indemnify and hold harmless the City any other interests as set forth in the Contract Documents.

**BID PROPOSAL FORM, cont.**

6. That insofar as the attached Bid Schedule includes extended unit prices, the use of extended unit quantities will not be construed to be a guarantee that the City will purchase such quantities if a contract is awarded; and that, subject to the terms and conditions of the Contract, the VENDOR will be entitled to payment based upon the units delivered and accepted.

7. That VENDOR has received the following Addenda (*leave blank if inapplicable*):

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

(*list any additional Addenda by number and date*): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. That VENDOR has completed the required information required in this Bid Proposal Form and other documents comprising the Bid Package truthfully.

## BID PROPOSAL FORM, cont.

9. That VENDOR is (mark the appropriate box and include the additional information, as applicable):

- An individual person/sole proprietor
- A Florida corporation/ limited liability company
- A foreign corporation/limited liability company authorized to do business in Florida\*  
\_\_\_\_\_ (specify state of incorporation /  
formation)
- A Florida limited partnership
- A foreign limited partnership authorized to do business in Florida\*  
\_\_\_\_\_ (specify state of incorporation /  
formation)
- A general partnership (provide partner names on separate, signed sheet of  
paper)
- A joint venture\*\*
- Other \_\_\_\_\_ (specify, including type of  
entity)

\* (If Vendor is a foreign corporation or foreign limited liability company, attach proof of registry from State of Florida)

\*\* (provide on separate signed sheet(s) of paper the full legal names of all persons/firms comprising the joint venture.

In signing below, I certify that I am the above-named VENDOR or a person duly authorized by VENDOR to bind VENDOR to these terms and conditions.

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

**BID SCHEDULE**  
**ITB 19450**  
**HYDROGEN PEROXIDE TERM CONTRACT**

No.	Description	Unit of Measure	Annual Estimated Quantity	Unit Price	Annual Amount	3 Year Amount
<b>HYDROGEN PEROXIDE</b>						
1	Hydrogen Peroxide as specified, delivered and unloading within 72 hours of order.	Pound	123,000	\$	\$	\$
2	Emergency within 12 hrs of order	Pound	6,000	\$	\$	\$
<b>Total</b>						\$

- Award recommendation will be the lowest responsive and responsible bidder for the initial 3 years.
- Quantities stated are for bidding purposes only and no guarantee is given or implied as to quantities that will actually be required during the Contract period.
- The undersigned declare that they have examined the complete specifications and agree to supply all equipment, labor, and supplies to complete the work required in accordance with the complete specifications. The undersigned further agrees to accept, as payment in full the price as stated in the above schedule and all work specified must be in the total amount listed above.

**Submitted By:**

Vendor Name:	Signature:
Address:	Name / Title:
City/St/Zip	Date:
Phone:	Email:

# NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

- (1) He is \_\_\_\_\_ 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, employees or parties in interest, including this affiant, has 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 has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Daytona Beach, FL (Local Public Agency) 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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: \_\_\_\_\_  
(Signature)  
Name Typed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Bidder: \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature of Notary Public) My commission expires: \_\_\_\_\_

**LOCAL VENDOR AFFIDAVIT**

*Complete and submit this form ONLY if you qualify for local preference as provided in the City of Daytona Beach Purchasing Code.*

*A copy of the Bidder's Daytona Beach Business Tax Receipt must be submitted with this Affidavit.*

NAME OF BIDDER: \_\_\_\_\_

LOCAL BUSINESS ADDRESS *(street address being used to claim Local Preference, including zip code):*

\_\_\_\_\_

The undersigned certifies under penalty of perjury each of the following:

The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee since \_\_\_\_\_.  
*(Insert date)*

The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code.

\_\_\_\_\_  
Signature *(Must be same person as person signing the Bid Proposal)*

\_\_\_\_\_  
Print Name/Title

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary Public)  
My commission expires: \_\_\_\_\_

**The City of Daytona Beach reserves authority to require a copy of the corporate charter, corporate income tax filing return, and any other documents(s) to evaluate the Bidder's Local Preference claim.**

# CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS

The Vendor [ ]has [ ]has not developed and [ ]has [ ]has not on file at each establishment, Affirmative Action Programs pursuant to Executive Order 11246.

The Vendor [ ]has [ ]has not participated in a previous contract or subcontract subject to Executive Order 11246.

The Vendor [ ]has [ ]has not filed with the Joint Reporting Committee, the Director or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

Date \_\_\_\_\_, 20 \_\_\_\_

Vendor: \_\_\_\_\_

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

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



# DRUG-FREE WORKPLACE CERTIFICATION

**IDENTICAL TIE BIDS:** - If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c).

In order to have a drug-free workplace program, a business will:

- 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 violation.
- 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 underbid, 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 occurring in the workplace no later than five days after such conviction.
- 5) Impose 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.

---

(Signature)

## AFFIDAVIT ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me first duly sworn, made the following statements:

1. The business address of \_\_\_\_\_ (insert Bidder's name), hereinafter the "Bidder," is \_\_\_\_\_.

2. My relationship to Bidder is \_\_\_\_\_ (relationship such as "sole proprietor," "partner," "president," "vice president," etc.)

3. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in *Florida Statutes*, 287.133(1)(a), *Florida Statutes*, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief: *(check or initial A. or B. below)*

\_\_\_A. Neither the Bidder, nor any of the Bidder's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Bidder, nor any affiliate of Bidder, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_B. The Bidder, or one or more of the Bidder's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Bidder entity, or an affiliate of Bidder, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. There has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing; and

*(if Paragraph 7.B. applies, check or initial one of the following)*

\_\_\_ There has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing, and the Final Order **did not place** the Bidder or any affiliate of Bidder on the convicted vendor list. *(Attach a copy of the final order)*

\_\_\_ There has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing. The Final Order **placed** the Bidder or any affiliate of Bidder on the convicted vendor list, but the date of the Final Order is **more than 36 months** prior to the date of submission of the Bidder's bid. *(Attach a copy of the final order)*

\_\_\_ There has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing. The Final Order **placed** the Bidder or any affiliate of Bidder on the convicted vendor list, but the Bidder (or as applicable the affiliate of Bidder) has since been **removed from the convicted vendor list** in accordance with *Florida Statutes Section 287.133(3)(f)*. *(Attach a copy of the final order, and a copy of the order/official agency document granting the petition to remove.)*

I UNDERSTAND THAT THE BIDDER IS REQUIRED TO INFORM THE CITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN Section 287.017, FLORIDA STATUTES, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS AFFIDAVIT.

Signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me in the state and county referenced above on this \_\_\_\_ day of \_\_\_\_\_, 20., by \_\_\_\_, who *(circle one)* took an oath/is personally known to me.

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

\_\_\_\_\_  
My commission expires

## MEMORANDUM OF CONTRACT

This Memorandum of Contract is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned, as representative of \_\_\_\_\_ ("Vendor"), hereby confirms that:

1. Vendor submitted a Bid Proposal, dated \_\_\_\_\_, in response to the Invitation to Bid ("ITB") No. 19421 issued by the City of Daytona Beach ("the City"); and
2. As expressly stated in the Bid Proposal, the Bid Proposal constituted an offer to enter into a contract, incorporating all of the terms and conditions of the ITB, the Bid Proposal, and all other documents contained or referenced therein (hereinafter, the "Contract Documents"); and
3. The Bid Proposal expressly provided that the City may accept the offer through the adoption of a Resolution by the Daytona Beach City Commission; and
4. The City has accepted Vendor's offer through issuance of the attached Resolution; and
5. As referenced in the Contract Documents, the Effective Date of the Contract is >, being the date of bid award by the Daytona Beach City Commission.
6. The Bid Proposal was to EXTRA COARSE FLAKE FOOD GRADE SALT TERM CONTRACT for a Term of 3 years with 2 renewal options of 1 year each, at rates set forth in the Bid Schedule; and

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **SPECIFICATIONS FOR LIQUID HYDROGEN PEROXIDE 30 %**

Liquid Hydrogen Peroxide to be furnished as needed in accordance with following general specifications and shall conform to the standards as set forth by ANSI/AWWA for Hydrogen peroxide and be NSF Approved.

### **Submittal Requirements:**

Bidders shall provide an affidavit of compliance with the requirement of ANSI/AWWA standards (Attachment A), product specifications, or certificate of analysis, and a Materials Data Sheet with bid form.

### **Specifications:**

**Specific Gravity @ 68deg F    1.109 to 1.113**

**Assay as % H<sub>2</sub>O<sub>2</sub>                    30% + 0.5%**

### **Delivery:**

The liquid Hydrogen Peroxide shall be delivered in 3000 pound totes to **Ralph Brennan Water Treatment Plant, 3651 LPGA Blvd, Daytona Beach, FL 32124**. Delivery will require offloading of totes by delivery driver. Annual estimated quantity of 129,000 pounds.

**Deliveries will be accepted Monday through Friday (07:00 AM through 3:00 PM), when and as needed with-in 48 hours of order being placed.** Each shipment shall be accompanied by a chemical analysis report to show the percentage of available hydrogen peroxide at the time of delivery. The City of Daytona Beach reserves the right to inspect and make laboratory analysis of each load

If awarded Contractor cannot deliver the ordered quantity from their own supplier within 72 hours then it will be the Contractor's responsibility to seek said product from an alternate source within the original 72 hour time frame. Any additional cost associated with the alternate source will be at the Contractor's expense.

### **Emergencies:**

In an Emergency, in which case the City needs product within 12 hours, it will be the Contractor's responsibility to locate, deliver, and unload said product from their source or an alternate source at the rate set forth in the bid schedule.

Prices will be all inclusive including F.O.B. specified tank at Ralph Brennan Water Treatment Plant.