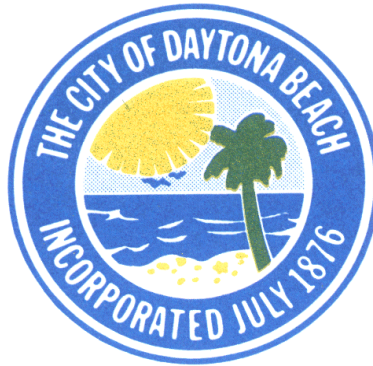


THE CITY OF DAYTONA BEACH

**WATER/WASTEWATER CHEMICALS:
SODIUM SILICOFLOURIDE**

**INVITATION TO BID No. 20191
NIGP COMMODITY CODE 88536, 88576, 88596**



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

Issue Date: November 19, 2019

Non-Construction Bid BP 11/01/2019

Bidders who wish to receive updates for this solicitation make sure they have registered under the Commodity Code above at: <https://purchasing.codb.us>, click Vendor registration.

LEGAL ADVERTISEMENT
INVITATION TO BID

The City of Daytona Beach, Florida will receive sealed bids until 2:00 PM, November 26, 2019 at Daytona Beach City Hall, Office of the Purchasing Agent, 301 S Ridgewood Ave, Room 146, Daytona Beach, FL 32114 for:

ITB 20191 - SODIUM SILICOFLOURIDE

Bidders may obtain copies of the Invitation to Bid at www.codb.us/841/Purchasing and click Public Solicitations.

KIRK ZIMMERMAN, CPPB – BUYER
CITY OF DAYTONA BEACH
Issue date: November 19, 2019

INVITATION TO BID

The City of Daytona Beach, Florida, will receive bids for **SODIUM SILICOFLOURIDE, Invitation to Bid No. 20191**, 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 November 26, 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 Citywide SODIUM SILICOFLOURIDE, ITB No. 20191" plainly written on the outside of the envelope.

The City of Daytona is seeking Sodium Silicoflouride. Award will be made to the lowest responsive and responsible bidder.

Bid documents may be obtained as pdf files on-line at <http://purchasing.codb.us>. There is no charge for downloading bid documents. Contract Documents, including Drawings and Technical Specifications, if applicable, are on file at the Daytona Beach Purchasing Division, 301 S. Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114. All inquiries pertaining to this project sent via US Postal Service should be directed to Post Office Box 2451, Daytona Beach, Florida 32115-2451.

The City of Daytona Beach, Florida, reserves the right to accept or reject any and all bids, or any portion of any bid, or to waive any informalities in the bidding.

Bids may be held by the City of Daytona Beach for a period not to exceed sixty (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. Vendors submitting bids to the City must comply with Article III of Chapter 30 of the Code of the City of Daytona Beach, Florida, "Minority and Women Owned Business Enterprises.

THE CITY OF DAYTONA BEACH
VOLUSIA COUNTY, FLORIDA
By: KIRK ZIMMERMAN
Buyer
Issue Date: November 19, 2019

THESE TERMS ARE STANDARD FOR ALL Bid SOLICITATIONS FOR GENERAL SERVICES, AND COMMODITIES ISSUED BY THE City OF DAYTONA BEACH. THE City MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE INSTRUCTIONS TO BIDDERS OR GENERAL PROVISIONS FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL PROVISIONS.

SECTION 1. DEFINITIONS. Certain terms used herein will have the following meanings:

- D-1 City means the City of Daytona Beach, unless the context indicates otherwise, includes the City's officers, employees, and agents.
- D-2 Bid or Proposal the offer or bid of a Bidder or proposer submitted on the prescribed form setting forth the prices for the work to be performed.
- D-3 Bid Package means the Bid Proposal Form and any additional forms required to be submitted by the Bidder as part of the Bid.
- D-4 Bidder means one who submits a response to an Invitation to Bid (ITB).
- D-5 Commodities means the supplies, materials, goods, merchandise, food, equipment, or other person property that the Bidder will be obligated to provide the City under any resulting Contract. These commodities are generally set forth in the bid schedule.
- D-6 Contract means the form Contract, if any, required by the City in order to integrate all terms and conditions therein, or in the absence of such form Contract , the signed short form provided by the City for the Bidder's execution and includes 1) the Bid documents 2) the Bid Package, the Resolution or Ordinance 4) all Purchase Orders issued pursuant to the Bid documents 5) all amendments that may after the date of award be executed by the Vendor and the City 5) any addenda 6) any other bid documents..
- D-7 Contract Documents means Contract (if service related), Technical Provisions, Instructions to Bidders, General Provisions, Indemnification & Insurance, Bid Proposal Form, Bid Schedule, and Attachments A-D.
- D-8 Vendor or Vendor means any individual or business having a Contract with the City to furnish goods or Services for a certain price.
- D-9 Notice of Intent to Award (NOI) means a written notice given by the City stating that staff is recommending award to the listed Vendor. It includes instructions for completing and submitting the Contract that accompanies the NOI.
- D-10 Purchase Order means a written document to a Vendor formalizing the terms and conditions of a proposed transaction.
- D-11 Services means a Vendor's performance to comply with promised delivery dates, specifications, and technical assistance.
- D-12 Term Contract means a Contract in which a source of supply is established for a specified period of time for specified Services or supplies at specified prices.

END OF SECTION

SECTION 2: TECHNICAL PROVISIONS:

SCOPE OF SERVICES FOR SUPPLY OF SODIUM SILICOFLOURIDE (SODIUM FLUOROSILICATE)

Background: The City of Daytona Beach requires delivery of Sodium Silicofluoride, a/k/a Sodium Fluorosilicate (hereinafter, the "Product") for use at the City's Ralph Brennan Water Plant. Historically the City has required delivery of approximately 800 50 lb bags of the Product annually. However, no minimum quantities are guaranteed by this Contract; and if the City may require more than this quantity. If a bidder is selected to provide the Product to the City the bidder must be able to provide in the quantities ordered by the City.

The City may award contracts for supply of the Product to multiple Vendors based on the bids submitted herein.

Product Specifications: The Product will meet the following general specifications:

1. The Product will be in conformance with the standards prescribed by the standard ANSI/AWWA B702-06.
2. The Product (sodium silicofluoride (Na_2SiF_6)) will have a minimum of 98% sodium silicofluoride, which corresponds to approximately 59.4% fluoride (F), insoluble matter not more than 0.5% moisture not more than 0.5%.
3. If the sodium silicofluoride delivered doesn't meet the requirements of the governing standard, a notice of nonconformance will be provided by the City to the Vendor within 10 days of the receipt of shipment. The results of a City test shall prevail. If sodium silicofluoride does not meet the requirements of the governing standard, the Vendor shall remove the chemical from City premises and replace it with a like amount of satisfactory sodium silicofluoride at no additional expense to the City.
4. All shipments shall have markings, tags, labels and/or serial numbers as required by the US DOT.

Ordering: The City will order the Product in writing by issuance of a City purchase order or work authorization sent to the email address indicated on the Bid Proposal Form item 11.

Delivery: shall be made within 48 hours of placement of the order via issuance of a City Purchase Order. Delivery will be F.O.B. Ralph Brennan Water Plant, located at 3651 LPGA Boulevard, Daytona Beach, FL 32124. All deliveries will be made between 8:00 AM and 3:00 PM, Monday through Friday, unless approved otherwise by the City. **Suppliers will provide 24 hour notice prior to delivery and will be responsible for unloading at the delivery site** by Pallet Jack, and/or Lift Gate (There is no loading dock and delivery must be onto the ground.)

1. The Vendor will deliver the Product in 50 lb., plastic lined multi-paper bags, on double pallets. At delivery, the Vendor will also provide a chemical analysis to show that the Product conforms to these specifications.
2. Drivers and / or all delivery personnel must demonstrate safe work practices appropriate to the product they are delivering and are expected to provide their own PPE. They shall inspect the tank before and after delivery in order to detect any problems with the tank.
3. The Vendor shall clean up any spills resulting from the failure of its delivery equipment or personnel or its subcontractor's delivery equipment or personnel from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which

would most commonly be expected to occur. City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium silicofluoride. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled sodium silicofluoride. If the spill is not cleaned up, City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Vendor and deducted from the amount due to the Vendor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subVendor, the Vendor shall be relieved of cleanup of the spill.

4. All shipments of sodium silicofluoride shall conform to US Department of Transportation (DOT) regulations for marking and handling.

Escalation Clause:

1. Under this Contract, the original contract prices shall be firm for the entirety of the initial one (1) year contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Vendor 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. The web link for this service/commodity is <https://data.bls.gov/timeseries/wpu06130217> [*bls.gov, click beta, click data finder, type key word in search bar, enter, copy link above*] The base will be the month/yr of initial award. The maximum escalation for any period will be 5%.

2. 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%

Submittal Requirements: Bidders will provide an affidavit of compliance with the requirements of ANSI/AWWA B702-06 standard with the bid form. Product specifications and/or certificate of analysis, and a Material Safety Data Sheet will be submitted upon request prior to awarding the Bid.

SECTION 3: INSTRUCTIONS TO BIDDERS

IB-1. BID DOCUMENTS. The Bid Documents consist of the Invitation to Bid; these Instructions; General Provisions; Special Provisions, if any; Technical Specifications, if any; Insurance Requirements; the Proposal Form, and all additional 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.

IB-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 Proposal forms. If the Bidder submits a Bid that includes any documents other than the Bid Proposal forms, these extraneous documents will be discarded. The City will issue a Notice of intent to award (NOI) to the lowest responsive and responsible Bidder.

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

D. Unless this solicitation contains Special Provisions allowing for lot-by-lot bids, the Bidder must quote all unit prices (if any) and extend unit prices set forth in the Bid Proposal. If this solicitation allows for lot-by-lot bids, the Bidder must comply with the Special Provisions 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 standard and the alternative Bid in order to be considered responsive.

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

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

IB-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 the full legal names of all persons/firms comprising the joint venture on separate signed attachment(s).

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.

IB-4. 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 the Bid 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 post Addenda on the City's official web site. The City's Purchasing web site address is <http://purchasing.codb.us>; addenda may be found under the "Public Solicitations" link. **However, the Bidder is solely responsible for ensuring that the Bid Proposal submitted reflects all such Addenda.**

IB-5. REQUESTS FOR INTERPRETATIONS. If the Bidder is in doubt as to the meaning of any of the Bid 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 completed Bid. Such requests must be received **7 days** 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. **NO ORAL CLARIFICATION OR INTERPRETATION BY ANY PERSON WILL MODIFY OR OTHERWISE EFFECT THE TERMS, CONDITIONS, OR SPECIFICATIONS STATED IN THESE Bid DOCUMENTS. ALL MODIFICATIONS WILL BE EFFECTED IN WRITING BY ADDENDUM**

IB-6. BID ENVELOPE. The Bid, including the Bid Proposal Form and all required forms, must be returned in an opaque, sealed envelope. The envelope must display the name and address of the Bidder, the Bid number and 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

IB-7. SUBMISSION OF BID. The Bidder will submit two (2) complete sets of the Bid documents:

- 1 hard copy
- 1 complete electronic copy on CD or USB drive in PDF format. This copy will include all submittal requirements outlined in the "submittal checklist".

The Bidder must submit the Bid at or prior to the time fixed for Bid opening in the Invitation for Bids. A Bid 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. Telephonic, electronic, and faxed Bids will not be considered.

IB-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 on company letterhead, 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 prior to Bid opening 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 8.

IB-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 Bid Proposals 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.

IB-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 Addenda that the City may issue. At Bid opening, the City will open and record the Bid so long as they are 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 Bidder's attendance is not required.

IB-11. BID OPENING RESULTS. The Bidder may secure information pertaining to the Bid opening results online at <https://purchasing.codb.us> under the Public Solicitation link by selecting the Expired tab, and clicking on desired Bid. Hard copies of the Bid tabulation sheet will be furnished upon request and receipt of an email address or self-addressed stamped envelope.

IB-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.

IB-13. 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 but not limited to delivery, freight, and fuel surcharges.

IB-14. 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.

IB-15. 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 exempt from disclosure under the public records law, the Bidder must state the grounds for this position in CAPITAL LETTERS on a cover sheet placed on the outside of 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 as provided herein.

IB-16. 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 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.

IB-17. 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 City Purchasing Code (Chapter 30 of the City Code of Ordinances). 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.

IB-18. LOCAL PREFERENCE. The Purchasing Code, Chapter 30, Code of the City of Daytona Beach 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 further 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.

IB-19. IDENTICAL TIE BIDS. If there are two or more low responsive Bids from responsible Bidders that are identical in price, the tie will be broken in 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). Please see the Drug Free Workplace form incorporated into the Bid Documents.

IB-20. RIGHT TO ACCEPT OR REJECT BIDS. The City will reject Bids which contain modifications, which are incomplete, unbalanced, conditional, obscure, which contain additions not requested, which contain irregularities of any kind, or which do not comply in every respect with these Instructions to Bidders and the Contract Documents, unless the City determines in its sole discretion 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.

IB-21. CONTRACT DOCUMENTS. The draft Contract that will be executed by the City and the successful Bidder is included in these Bid Documents. The Contract will include, by attachment or by reference, the Bid Documents, the Bid Package submitted by the successful Bidder, the Resolution or Ordinance awarding the Bid, any Purchase Orders requisitioning goods or Services pursuant to the Contract, and any amendments that may be executed by the successful Bidder after the date of award, if any, and the City.

No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth in this Contract.

IB-22. 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 provisions of the Contract Documents, the other provisions of the Contract Documents will prevail.

IB-23. PUBLIC ENTITY CRIMES. Any party submitting a Bid in response to this invitation must execute the enclosed Form PUR 7068, "SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES," and enclose it with the Bid/Proposal . The form is included on the Bid Proposal pages of the Bid Documents. All blank spaces in the form must be completed.

IB-24. COMPLIANCE WITH LAWS. The Bidder will comply 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.

The Successful Bidder must always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees, including the Occupational Safety and Health Administration's (OSHA) Excavation-Safety Standard, 29 C.F.R. § 1926.650 Sub Part P, and Chapter 90-96 Florida Statutes.

IB-25. MAINTENANCE OF LICENSES. The Successful Bidder will protect and indemnify City and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by the Successful Bidder, its representatives, sub-Vendors, sub-consultants, professional associates, agents, servants, or employees.

The Bidder will maintain all required licenses in full force and effect during the Contract term, including any renewal options.

IB-26. 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.

END OF SECTION

SECTION 4: GENERAL PROVISIONS

GP-1. COMPENSATION AND PAYMENTS; LIMITATIONS

Unless the Bid Schedule specifically provides for reimbursement of expenses, the compensation described herein will be Vendor's sole compensation for the Services to be provided. Vendor will be solely responsible for all of costs Vendor incurs in meeting its obligations herein.

UNIT PRICING AND QUANTITIES. If this solicitation requests submission of unit prices: (i) the Bidder will hold all unit prices Bid firm for the duration of the Contract, including any extension thereof, unless price adjustments are specifically authorized by the Contract Documents; and (ii) 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.

GP-2. BILLING; MANNER OF PAYMENT. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms will be paid in accordance with the local government prompt payment act (218.70 F.S.).

GP-3. RELATIONSHIP BETWEEN PARTIES. This Contract does not create an employee-employer relationship between the City and Vendor. Vendor is an independent Vendor of the City and will be in control of the means and the methods in which the requested work is performed. As an independent Vendor, Vendor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract, and Vendor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due for such taxes or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. Vendor will also be responsible for the performance of Vendor's subVendors.

GP-4. DOCUMENTS. All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Vendor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required, or upon termination or expiration of this Contract.

GP-5. PUBLIC RECORDS.

A. To the extent applicable, Vendor will comply with the requirements of Florida Statutes Section 119.0701, 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, and following such completion if Vendor fails to transfer such records to the City.
- 4 Upon completion of this Contract, 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 CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS Contract, 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).

GP-6. TERMINATION OF CONTRACT.

A. The City may by written notice to Vendor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Vendor to fulfill its contractual obligations.

1. Before terminating for convenience, City must provide Vendor at least 30 days advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

2. Except as provided in Section 10(a)(3), before terminating due to Vendor's material breach of its contractual obligations, City must provide Vendor prior written notice, specifying the breach and demanding Vendor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if Vendor fails to remedy the material breach within the period described in the City's notice of breach.

3. The City may terminate this Contract upon Vendor's breach without providing Vendor an opportunity to remedy the breach as referenced immediately above, if Vendor or any of Vendor's personnel, in connection with the Services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing Vendor written notice.

B. If the termination is for convenience, Vendor will be paid compensation for goods accepted or Services performed to the date of termination. If termination is due to Vendor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Vendor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

C. If after notice of termination for the Vendor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Vendor had not so failed, 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 GP-6(b) for a termination for convenience.

D. 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.

E. Subject to Odebrecht Constructions, Inc., vs Prasad and Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation and their progeny, this paragraph applies to any contract for services or Items of \$1 million or more. Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in §287.135, Fla. Stat., as may be amended or revised. City may terminate this Contract at the City's option if Vendor is found to have submitted a false certification as provided under subsection (5) of , or been placed on the Scrutinized Companies §287.135, Fla. Stat., as may be amended or revised 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 and that it does not have business operations in Cuba or Syria as provided in §287.135, Fla. Stat., as may be amended or revised.

GP-7. SEVERABILITY. If one or more of the provisions contained in this Contract are held to be invalid, illegal or unenforceable for any reason 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.

GP-8. LIMITATION ON WAIVERS. Neither the City's review, approval, or acceptance of, or payment for, any of the Services provided by Vendor, will be construed to operate as a waiver of the City's rights under this Contract. Vendor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Vendor's negligent or wrongful provision of any of the Services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

GP-9. DISPUTE RESOLUTION. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

A. Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

B. Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a Contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

GP-10. GENERAL TERMS AND CONDITIONS.

A. Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the change is reduced to writing and signed by both Parties.

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

C. Compliance with Laws and Regulations. In providing all Services 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. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Vendor.

D. Truth in Negotiations Certificate. Vendor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

E. No Third Party Beneficiaries. There are no third party beneficiaries of Vendor's Services under this Contract.

F. Contingency Fee. Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

G. Nondiscrimination. Vendor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Vendor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Vendor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Vendor agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

H. Principles in Construing Contract. This 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.

I. Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

J. Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

K. 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.

L. 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.

M. Non-Exclusive Contract. This is not an exclusive Contract. Award of this Contract will impose no obligation on the part of the City to use the successful Bidder for all work of this type that may be required during the Contract period. The City specifically reserves the right to concurrently Contract with other companies for similar work 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 Contract.

N. Force Majeure. A Force Majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

GP-11. CRA MAY ORDER GOODS PURSUANT TO CONTRACT. In case of a Term Contract awarded pursuant to this solicitation, if the funds to be used to pay for a portion of the Commodity or service are from redevelopment trust funds, the CRA is authorized to order goods and Services for a specific procurement under this Contract instead of the City.

GP-12. 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.

GP-13. RESERVED.

GP-14. STANDARD OF PERFORMANCE. Vendor's Services will at a minimum meet the level care and skill ordinarily used by members of Vendor's profession performing the type of Services provided herein within the State of Florida.

GP-15. SUSPENSION OF SERVICES. The City may suspend Vendor's Services if the notice of material breach provided pursuant to Section 7(a)(2) so directs. The City may also suspend Vendor's Services in lieu of termination, under the conditions set forth in Section 7(a)(3), by providing Vendor written notice of suspension. Vendor will suspend activities immediately upon receipt thereof; and in such instance Vendor's rights to provide Services referenced herein will also automatically be suspended for the period of such suspension.

GP-16. CITY'S RESPONSIBILITIES. The City agrees to make available for review and use by the Vendor, reports, studies, and data relating to the Services required. The City will establish a project manager to meet periodically with the Vendor to facilitate coordination and ensure expeditious review of work product.

GP-17. FAILURE TO DELIVER. In the event of the Vendor's failure to deliver Services in accordance with these terms and conditions, the City, after due oral and written notice, may procure the Services from other sources and hold the Vendor responsible for the purchase and administrative costs. This remedy will be in addition to any other remedies that the City may have.

GP-18. PERSONNEL. Vendor represents that Vendor has or will secure, at Vendor's own expense, all personnel required in performing the Services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such Services.

The City of Daytona Beach will, throughout the term of the Contract have the right of reasonable approval and rejection of staff or subVendors assigned to the work by the Vendor. If the City reasonably rejects staff or subVendors, the Vendor must provide replacement staff or subVendors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Vendor's employees and subVendors are the sole responsibility of the Vendor.

GP-19. 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.

GP-20. 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, harmful, or hazardous.

GP-21. DELIVERY. Delivery of all materials or products under this Bid will be quoted FOB Destination or other point of use within the City as specified. No delivery charges will be added to invoices except when express delivery is substituted on order for a less expensive method specified in Contract; in such cases, difference between freight or mail and express charges may be added to the invoice.

A. **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.

B. **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.

C. **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 at the prices stated on the Bid Schedule.

D. **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.

GP-22. DISCONTINUED. Vendor will provide the City 30 days' advance written notice of any discontinued items, 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.

GP-23. 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.

GP-24. 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.

GP-25. 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.

GP-26. 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.

GP-27. 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.

GP-28. 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.

END OF SECTION

SECTION 5: INDEMNIFICATION & INSURANCE REQUIREMENTS

IR-1. INDEMNIFICATION. Vendor hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Services provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Vendor, any subVendor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise.

IR-2. SUBMISSION OF INSURANCE. The Successful Bidder must submit any required insurance on or before submission of the signed Contract or prior to issuance of a notice to proceed.

IR-3. 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. All such insurance will be primary and non-contributory with the City's own insurance. The City shall 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 shall be the sole responsibility of the Vendor or sub-Vendor providing such insurance. In the event any request for the performance of Services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

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 may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. 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 Vendors, 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. .

(3) Vendors Pollution Liability in the amount of \$1,000,000 Per Loss, \$2,000,000 Annual Aggregate. Coverage will include bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations of the Vendor including transportation. The City of Daytona Beach shall be named as additional insured.

Coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a three year reporting option beyond the Annual expiration date of the policy.)

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 types of required insurance coverage listed above.

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.

If requested by the City, 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.

C. Cancellation; Replacement Required. Vendor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Vendor's prior knowledge Vendor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at Vendor's expense if Vendor fails to do so.

D. Termination of Insurance. Vendor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Vendor has received written notification from the Risk Manager that Vendor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Vendor if the request is made no earlier than two weeks before the work is to be completed.

E. Liabilities Unaffected. Vendor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Vendor's liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by Vendor's failure to obtain insurance coverage.

Vendor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Vendor that does not meet the requirements of this Contract.

F. Risk Manager. All references to the Risk Manager will be deemed to include the Risk Manager's designee.

END OF SECTION

SECTION 6: SPECIAL PROVISIONS

SP-1. EFFECTIVE DATE AND TERM. The Effective Date of this Contract is the date on which the last Party signs it. The successful Vendor(s) shall be awarded a Contract through 9/30/2020, commencing on the effective date. The City will have the option to renew this Contract for up to 4 Terms of 1 year(s) each, by providing Vendor written notice. Such notice must be provided at least 60 days before the end of the current Term, unless waived by Vendor.

SP-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.

SP-3. MULTIPLE AWARDS. The City reserves the right to award multiple contracts if this is deemed in the City's best interest. A contract will be awarded to the lowest responsive and responsible bidder. The City further reserves the right to award a secondary contract to the next lowest responsive and responsible Bidder. The Secondary Vendor will be awarded a contract for work that the Primary Vendor is unable to perform, cannot meet the City's time requirements or whose pricing is unacceptably high for a specific project. There are no guarantees as to the quantity of work.

SP-4. BONDS. There is no bonding required for this solicitation.

SP-5. BIDDER QUALIFICATIONS AND REQUIRED SUBMISSIONS

A. Minimum Qualifications. In order to be considered qualified to perform the requested Services, the Bidder must have all required permits, must have an active, permanent, and successful operation within the State of Florida for a minimum of three years prior to the date of submission of Bids, and must otherwise have sufficient organizational capacity, equipment, and facilities to provide the requested Services.

SP-6. PIGGYBACK AUTHORITY. All Vendors awarded Contracts pursuant to this solicitation are required to permit government agencies, cities, counties, and political subdivisions to participate in the Contract under the same prices, terms, and conditions except where allowance are made for differences in delivery costs.

SP-7. In the event of the Vendor's failure to deliver Services in accordance with these terms and conditions, the City, after due oral and written notice, may procure the Services from other sources and hold the Vendor responsible for the purchase and administrative costs. This remedy will be in addition to any other remedies that the City may have.

END OF SECTION

SUBMITTAL CHECKLIST

The following are items that are required to be considered responsive. Make sure that each blank is filled out. Use NA (not applicable) rather than leaving blank.

included	Item(s) Required
	Bid Proposal Form
	Bid Schedule
	Attachment A: Non-Collusion Affidavit
	Attachment B: Florida Public Entity Crime Form
	Attachment C: Local Vendor Affidavit <i>only if filing for local preference</i>
	Attachment D: Drug Free Workplace / Tied Bids
	1 complete set.
	If bidding Sodium Silicofluoride : Bidders will provide an affidavit of compliance with the requirements of ANSI/AWWA B702-06 standard with the bid form. Product specifications and/or certificate of analysis, and a Material Safety Data Sheet will be submitted upon request prior to awarding the Bid.
	Label the outer most package with the following: Bid Number Date of the Opening Vendor Name and Address

BID PROPOSAL FORM
SODIUM SILICOFLOURIDE
ITB #: 20191

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

Dear Mayor and Commissioners:

This Bid is submitted by _____
(insert Bidder'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 Bidder or Bidder's authorized representative, hereby declares and affirms each of the following:

1. That Bidder has had the opportunity to examine the facilities where the Services are to be performed and is fully informed in regard to all conditions pertaining to the site(s).
2. That Bidder has thoroughly examined the Contract Documents and that Bidder is sufficiently knowledgeable of the Services to be performed.
3. That, pursuant to and in compliance with the Bid Package, including all Contract Documents, the Bidder hereby agrees to furnish all labor, materials, and equipment required to perform the Services in strict accordance with the Contract Documents and for the Unit Prices and/or Lump Sum prices herein for the prices stated in the attached Bid Schedule.
4. That Bidder agrees to indemnify and hold harmless the City any other interests as set forth in the Contract Documents

BID PROPOSAL FORM, cont.

5. If 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 Bidder will be entitled to payment based upon the number of units purchased or Services performed and accepted, as specified in the Contract Documents,

6. That Bidder 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*): _____

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

8. That this Bid is an offer, and may be accepted by the City's issuance of a Contract to the Bidder. Bidder will be fully bound by all Contractual terms and conditions set forth herein; provided, however, that if the Bid Documents call for alternative Bids any alternative Bids not specifically accepted the City in the notice of award will not be a part of the Contract.

10. That Bidder 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)

BID PROPOSAL FORM, cont.

**(If Bidder 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.*

11. That the name, title, mail address, cell phone and email address of the person who will serve as the Designated Representative of Bidder if the Contract is awarded to Bidder, is as follows:

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

Date signed: _____

By: _____
(Signature)

Printed Name: _____

Title: _____

BID SCHEDULE
SODIUM SILICOFLOURIDE
ITB NO. 20191

No	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	SODIUM SILICOFLOURIDE	50# Bags	800	\$	\$

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.

Date signed: _____

By: _____
(Signature)

Email: _____

Printed Name: _____

Title: _____

Company Name: _____

ATTACHMENT A
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
COUNTY OF _____)

_____, being first duly sworn deposes and says that:

- (1) He/She is _____ of _____ the Bidder that has submitted the attached Bid;
- (2) He/She 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: _____

ATTACHMENT B: 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 name of Bidder)*, 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 _____, as _____, and who *(circle one)* took an oath / is personally known to me.

 Notary Public

 My commission expires

**ATTACHMENT C:
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.

ATTACHMENT D: 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)

MEMORANDUM OF CONTRACT

CONTRACT NO. 20191

_____, as representative of > Vendor, hereby confirms that:

1. > Vendor submitted a Bid Proposal, dated _____, in response to the Invitation to Bid (“ITB”) No. 20191, issued by the City of Daytona Beach (“the City”); and
2. The Bid Proposal was to provide Sodium Silicoflouride at rates set forth in the Bid Proposal, and
3. 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
4. The Bid Proposal expressly provided that the City may accept the offer by a resolution adopted by the City’ governing body; and
5. The City has accepted >Vendor’s offer through adoption of the attached Resolution; and
6. As referenced in the Contract Documents, the Effective Date of the Contract _____, 20____, being the date of bid award by the Daytona Beach City Commission.

Signed this _____ day of _____, 20____.

By: _____

Printed Name: _____

Title: _____