



ADDENDUM NO.3

Date: December 22, 2021
Bid Date: December 22, 2021, at 3:00 P.M. (Local Time)

Bid Name Purchase of Liquid Sodium
Hypochlorite For City
Pools
Bid No.: RECX-220018-DM

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).
2. **Bid Opening Information, Attendance is NOT mandatory Wednesday December 22, 2021 at 3:00p.m.**

Join Zoom Meeting

<https://us06web.zoom.us/j/7249913957?pwd=Ym1Fd0dhV2ZSS0xlQ1lKTGVmOFFjZz09>

Meeting ID: 724 991 3957

Passcode: jGx318

One tap mobile

+13126266799,,7249913957#,,,,*409140# US (Chicago)

+16465588656,,7249913957#,,,,*409140# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 720 707 2699 US (Denver)

+1 253 215 8782 US (Tacoma)

Meeting ID: 724 991 3957

Passcode: 409140

Find your local number: <https://us06web.zoom.us/j/keIQBXjce2>

Please pay close attention to the bid document specifications ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: _____

BY: _____

DATE: _____

CITY OF _____ FINANCIAL SERVICES GAINESVILLE PROCEDURES MANUAL

41-423 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the blackout period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.



ADDENDUM NO.2

Date: December 17, 2021
Bid Date: December 22, 2021, at 3:00 P.M. (Local Time)
Bid Name: Purchase of Liquid Sodium
Hypochlorite For City Pools
Bid No.: RECX-220018-DM

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).

The following are answers/clarifications to questions received:

2. Question: Section 4.1 of Part 4-Bid Prices, is just a black space with no line items. Do we just put our price per gallon in the blank space?
Answer: Yes.
3. Question: Section 6.16 on page 19 of the bid states that the City of Gainesville is often exempt from taxes. Can you let me know if the City is exempt from sales tax for Sodium Hypochlorite?
Answer: The City is exempt from all sales tax on purchases it makes. See attached exemption certificate.
4. Question: We would like to request the below revisions to the indemnity in the sample

6. INDEMNIFICATION.

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor. , to the extent of actual damages only, solely to the extent caused by the Contractor in the performance of the services under this Contract

7. ANTI DISCRIMINATION

Answer: No.

Please pay close attention to the bid document specifications ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: _____

BY: _____

DATE: _____

CITY OF _____ FINANCIAL SERVICES GAINESVILLE PROCEDURES MANUAL

41-423 Prohibition of lobbying in procurement matters

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Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.



City of Gainesville

Budget & Accounting

January 1, 2021

To Whom It May Concern:

According to the Department of Revenue, local governmental agencies who purchase items for their use only, need only a tax exemption certificate.

The City of Gainesville is not required by the State of Florida, Department of Revenue to have a Resale Certificate.

Please accept the Consumer's Certificate of Exemption, below, in order to exempt the City of Gainesville purchases from Florida Sales Tax.

Sincerely,

A handwritten signature in cursive script that reads "Cintya Ramos".

Cintya Ramos
Finance Director, City of Gainesville

2600616 04/11/17



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012621596C-9	05/31/2017	05/31/2022	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF GAINESVILLE
200 E UNIVERSITY AVE
GAINESVILLE FL 32601-5456

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



ADDENDUM NO.1

Date: December 6, 2021
Bid Date: December 22, 2021, at 3:00 P.M. (Local Time)

Bid Name Purchase of Liquid Sodium
Hypochlorite For City
Pools
Bid No.: RECX-220018-DM

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 5:00 p.m.(local time), December 13, 2021. Questions may be submitted as follows:
Email: mcphalldt@cityofgainesville.org
2. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).

The following are answers/clarifications to questions received:

3. Question: Can we please get the annual estimated volume and which UOM do you want pricing in?
Answer: Estimate 50,000 gallons per year. UOM is gallons.

According to the bid, "The term of the Contract shall be two year(s), commencing on **January 1, 2022 and terminating on December 31, 2024**. The Contract may be extended, upon mutual agreement of the Parties. Upon extension of the Contract term, the Contract Price may be increased or decreased based upon the Consumer Price Index as of December 31, 2024." Pg. 20

From January 1st, 2022 to December 31, 2024 is not 2 years, it is 3 years.

4. Question: Please advise how many years is the initial contract term 2 or 3 years?
Answer: Two years with up to three possible 12-month extensions. The dates of the contract should be *January 1, 2022- December 23, 2023*.

Please pay close attention to the bid document specifications ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: _____

BY: _____

DATE: _____

CITY OF _____ FINANCIAL SERVICES GAINESVILLE PROCEDURES MANUAL

41-423 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the blackout period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

BID COVER

City of
Gainesville

Procurement Division
(352) 334-5021(main)

Issue Date: November 22, 2021

INVITATION TO BID: # RECX-220018-DM

Purchase of Liquid Sodium Hypochlorite for City Pools

PRE-BID MEETING: ☐ Non-Mandatory ☐ Mandatory ☒ N/A ☐ Includes Site Visit
DATE: _____ TIME: _____
LOCATION: _____

QUESTION SUBMITTAL DUE DATE: December 13, 2021

All meetings and submittal deadlines are Eastern Time (ET).

DUE DATE FOR UPLOADING BID RESPONSE: December 22, 2021 3:00pm

SUMMARY OF SCOPE OF WORK:

Annual contract for all purchases of liquid chlorine for City Pools.

For questions relating to this bid, contact: McPhallDT@cityofgainesville.org

Bidder is not in arrears to City upon any debt, fee, tax or contract: ☐ Bidder is NOT in arrears ☐ Bidder IS in arrears
Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: ☐ Bidder is NOT in default ☐ Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # _____

Legal Name of Bidder: _____

DBA: _____

Authorized Representative Name/Title: _____

E-mail Address: _____ FEIN: _____

Street Address: _____

Mailing Address (if different): _____

Telephone: (_____) _____ Fax: (_____) _____

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

☐ Bid is in full compliance with the Specifications.

☐ Bid is in full compliance with specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

SIGNER'S PRINTED NAME: _____ **DATE:** _____

This page must be completed and uploaded to DemandStar.com with your Submittal.

PART 1 – INVITATION TO BID INFORMATION

Thank you for your interest in working with the City of Gainesville.

Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

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1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar (www.demandstar.com). **The City has transitioned from accepting hard (paper) copy submittals to accepting submittals through “E-Bidding” on DemandStar.com.** In order to submit a bid response to this solicitation the bidder must be registered with DemandStar.

It is the responsibility of the bidder to monitor DemandStar. Properly registered bidders can expect to receive automatic notification of solicitations for bids and proposals, by participating purchasing entities. Bidder failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation responses may result in disqualification.

1.2 PRE-BID MEETING/QUESTIONS/CLARIFICATIONS AND BID OPENING

If scheduled (refer to Bid Cover Page), attending a pre-bid meeting is strongly recommended as the project’s scope of work, procedures, and specifications will be discussed at this time. It is the only time during the bid process that bidders may ask questions directly of the end user.

NOTE: For a bidder’s attendance of a mandatory pre-bid meeting to count, the bidder must sign-in before the Procurement Specialist calls the end of that meeting. If the bidder is not signed in by that time, they will be disqualified from bidding on the project. If the mandatory pre-bid meeting also includes a required site visit, then bidder must sign in, both at the pre-bid meeting, and again at the end of the site visit, in order to have their attendance count and not be disqualified from submitting a proposal.

If special accommodations are needed in order to attend a pre-bid meeting or a bid opening, please contact the Procurement Division at least 72 hours in advance.

All questions that occur outside of the pre-bid meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

All meetings and submittal deadlines are Eastern Time (ET).

1.3 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all bidder, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between bidder and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.**

1.4 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.3) on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement Division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the ITB, which allows for immediate submittals to the City of Gainesville Procurement Division for an Invitation for Bid and the time the City Officials and Employee awards the contract.

1.5 MINIMUM QUALIFICATIONS

a) Qualifications

The response to the minimum qualification requirements should address each of the qualifications set out in the section below. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be further considered. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, bidders must use said format and supply said documentation.

- Must be able to deliver the product within 72 hours of order, or within 24 hours for emergency orders.
- Must be able to deliver liquid chlorine in a truck that is not longer than 50' or wider than 15'.

1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

The specific qualifications of bidders for this specific Invitation to Bid are included above. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

As a part of the bid evaluation process, City reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a response constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any bidder who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City pursuant to Section 41-522, [Financial Services Procedures Manual](#), following:

These criteria consider the bidder's capability to perform:

- a) The ability of the bidder to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the bidder and the City.
- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

If it is determined that the bidder is not responsible, City will notify bidder of its finding, including evidence used, and allow bidder the opportunity to come into compliance within three (3) business days of notification.

Please be advised that the City Attorney's office will not approve a contract with bidder unless the corporation or partnership is registered with the Division of Corporations with the State of Florida (www.sunbiz.org).

1.7 RESPONSIVENESS OF BID

Each bid response will be reviewed to determine if the bid response is responsive to the submission requirements outlined in the ITB. A responsive bid is one which follows the requirements of the ITB, includes all required documentation, is submitted in the format outlined in the ITB, is of timely submission (via upload to DemandStar.com), and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the bid response non-responsive (see Section 41-444 of the [Financial Services Procedures Manual](#)).

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PART 2 – SCOPE OF WORK/SPECIFICATIONS

2.1 GENERAL DESCRIPTION

It is the intent of the City of Gainesville to obtain bid responses for Annual contract for all purchases of liquid chlorine for City Pools.

2.2 SCOPE OF WORK/SPECIFICATIONS

Designated Representative

The City's representative is Scott Chase, Recreation Supervisor, (352) 393-8751, chasesa@cityofgainesville.org. The Contractor shall similarly designate a representative and provide appropriate contact information.

Deliveries

Deliveries shall be made within seventy-two (72) hours after placement of an order, or on an agreed upon regular schedule. Any "emergency" deliveries must be made within twenty-four (24) hours of order placement.

DELIVERY LOCATIONS

A. Dwight H. Hunter (Northeast) Pool, 1100 NE 14th St., Gainesville, FL 32601. The City has one (1) 850-gallon sodium hypochlorite storage tank. Estimated **weekly** usage of sodium hypochlorite is **425 gallons**.

B. H. Spurgeon Cherry (Westside) Pool, 1001 NW 31st Drive, Gainesville, FL 32605. The City has one (1) 850-gallon sodium hypochlorite storage tank. Estimated **weekly** usage of sodium hypochlorite is **415 gallons**.

C. Andrew R. Mickle (McPherson) Pool, 1717 SE 15th St, Gainesville, FL 32641. The City has one (1) 500-gallon sodium hypochlorite storage tank. Estimated **weekly** usage of sodium hypochlorite is **205 gallons**.

Due to size and space limitations at each swimming pool site, delivery vehicle size restrictions are required. Delivery vehicles must be no larger than 50' long and 15' wide in order to access the chlorine tanks.

CHEMICALS TO BE PROVIDED

1. Liquid Sodium Hypochlorite 12.5% solution

All sites are located within the city limits of Gainesville. **Deliveries will be accepted Monday through Friday (7:00 AM through 6:00 PM)**, when and as needed at each location within 72 hours of order being placed. Each shipment shall be accompanied by a chemical analysis report to show the percent available chlorine (Sodium Hypochlorite) at the time of delivery.

Estimated Quantities

The estimated quantities or usages provided by the City within the bid documents are in no way guaranteed by the City to be quantities that shall be purchased. The quantities shown are for the bidder's information only and the City shall be bound only for actual quantities ordered.

Spillage

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a valid and proper commercial driver's license with a Hazardous Material endorsement. The Contractor or subcontractor's driver shall display their personal driver's license during delivery and whenever requested by the City.

References

Bidders must include at least five (5) references to which they have sold similar products of similar quantity within the past five (5) years. These references should include names of contact persons, firms, addresses and telephone numbers.

Definition

Sodium Hypochlorite (NaOCl) is a clear to light-yellow liquid containing up to 16.0 g/l (16 trade percent) of available chlorine. Bids will include price per gallon of NaOCl at 12.5% or higher.

Qualifications/Submittals

For purposes of this Bid, the term "Contractor" shall be defined as the company submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

Each prospective Contractor shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Contractor's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate, per chlorate, hardness (as calcium carbonate) and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Contractor. The results of the analysis shall be submitted with the Contractor's proposal. In addition, the Contractor shall include the last three copies of their annual NSF results for the same manufacturing location. Failure to submit a sample or meet the requirements of the Specification shall result in Contractor being disqualified from bidding on this product.

Additionally, each Contractor shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues **for any product it supplies** over the past five years. The Contractor shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury and National Response Center Notifications (“safety incidents”) for all chemicals it delivers or manufacturers for the past five (5) years. Failure to disclose references, terminations, or safety incidents will result in Contractor being disqualified from bidding on this product.

As part of its Emergency Preparedness Planning and Spill Response Plan, each prospective Contractor shall submit a list with 24-hour access phone numbers of at least two degreed engineers (preferably Chemical Engineers) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency. Failure to submit this list including all the requirements of the list or to adhere to these requirements will result in Contractor being disqualified from bidding on this product.

As part of assessing the Contractor’s reliability and safety record, the prospective Contractor shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities. Additionally, the Contractor shall submit a copy of its OSHA Form 300A/300 logs for the past three years (if the Contractor utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well). The City may require a site visit to the Contractor’s manufacturing and distribution facilities to assess their safety and reliability as part of the Bid Evaluation process.

Sampling and Testing

Sampling and testing shall be in accordance with EPA and AWWA B300-04 standards and in accordance with the documents titled: “The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach” and “Suspended Solids Quality Test for Bleach Using Vacuum Filtration”, distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>. The approved laboratories are listed below. Should the Contractor request to use another laboratory, that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to meet the following Minimum Detection Limits (MDL): (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20 mg/L; (4) Perchlorate .1 mg/L; and (5) Chlorine/Excess Caustic 0.1%. Contractor shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

Approved Testing Agencies

NovaChem Laboratories (formerly Novatek)
East Cass Street
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories 5172 College Corner Pike 1145
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

Special Note: Concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive test results.

Sampling and Testing Prior to Unloading

The City reserves the right to collect and test a sample of chlorine with each and every delivery. The Contractor’s delivery vehicle shall have a sample port to provide a sample for analysis prior to hooking up and unloading the chlorine. If requested, the Contractor’s delivery personnel (driver) shall provide a sample of sodium hypochlorite before the shipment is hooked up and unloaded in the presence of the City. The City will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the City. The sample shall be considered representative of the lot.

The City reserves the right to subject samples of the sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the City that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for sodium hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the City shall

allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, the City has the right to procure a shipment from another source. Two rejections of a lot or shipment in any twelve (12) month period shall constitute automatic termination of the Contractor's supply contract with the City.

Sampling and Test of Shipment After Unloading

The City reserves the right to subject samples of the sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-04 specifications, and the supplemental specifications included with this document. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis shall result in automatic termination of the Contractor's supply contract of the hypochlorite.

Specification of Material

Sodium Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the supplier to inform the City that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between the City and the Contractor.

Sodium Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.83 percent sodium hypochlorite by weight). Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Sodium Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Sodium Hypochlorite delivered under this contract shall meet the following contaminant concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L
Perchlorate	< 20 mg/L
Total Hardness	< 3 mg/L (As calcium carbonate)
Filter Test Time	< 3 minutes

The delivery time of the shipment shall not exceed 84 hours from the time of manufacture of the product. The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "*Suspended Solids Quality Test for Bleach Using the Vacuum Filtration*" Method developed by Novatek and previously referenced in this Specification.

MANUFACTURER'S LABORATORY REPORTS

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City.

The report shall contain the following data: Date and Time of Manufacture
Percent by Weight
Sodium Hypochlorite
Excess Sodium
Hydroxide
Specific Gravity (Referenced to a temperature)
Suspended Solids Test Time

No deliveries will be accepted by the City unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

Quarterly Reports

At the start of the contract and every 90 days, the Contractor shall utilize an outside testing agency acceptable to both the City and the Contractor (e.g., one of the approved laboratories referenced in this Specification) to analyze a sample of the sodium hypochlorite delivered to the City. The Contractor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the City at the time of the sample and the City forward the sample to the approved authorized testing agency. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between the City and Contractor. Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the bid price.

Clean Tank Guarantee

At any time during the performance of this Agreement, if the City has any sort of sludge or other impurity buildup in any of its chemical tanks, the Contractor shall cleanout the tank at no charge to the City within seven (7) days, unless such timeframe is extended by the City. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to the City for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of the City. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the City. Failure of the Contractor to clean-out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the City) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the City and the Contractor.

Termination

In addition to the various statements in this Specification stating the grounds for automatic termination of the Contractor's contract to supply sodium hypochlorite to the City, the contract will be voided or terminated for any three failures by Contractor to meet any requirement of this Specification in the preceding twelve month period. These failures include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the product to meet the specification either prior to unloading, after unloading or as a result of a quarterly analysis, failure to provide a certificate of analysis and failure to respond in a timely manner to any City emergency.

2.3 ELIGIBILITY OF EQUIPMENT OR MATERIALS

When a particular manufacturer's name and catalog number "or equivalent" is specified, consideration will be given to other manufacturers. The term "or equivalent" shall be defined to mean of similar design and performance characteristics. If a product is being bid as an equivalent, complete technical data necessary to properly evaluate such product shall be submitted with the bid.

The City reserves the right to request additional data after the bid is opened and prior to the award. Failure to supply data necessary to properly evaluate a product will constitute sufficient reason for rejection of the bid.

All information specifically requested by this Solicitation shall be furnished attached to the bid. Failure to do so may invalidate the bid.

PART 3 – HOW TO SUBMIT A BID

3.1 HOW TO SUBMIT A BID

The bid response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete pdf response must be uploaded to DemandStar.com prior to the 3:00 p.m. deadline. This platform will not accept late submittals. Required signatures for bid forms may be applied using electronic signature software (i.e., DocuSign, Adobe Sign, etc.).

Upload the bid response as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

3.2 HOW TO ASSEMBLE YOUR BID

The following documents and forms must accompany any offer submitted, and will be the basis for review and award. A submittal without these documents may be deemed non-responsive. The City reserves the right to request all other missing forms and additional information from any bidder prior to award. *Please do not include items that are not specifically requested.*

- Completed Bid Cover Page
- Bid Form - (Leave no blanks; indicate N/A or No Bid where applicable)
- Drug-Free Workplace Form
- Bidder Verification Form
- Customer History Form
- Bidder's W-9
- Proof of Bidder's Insurability (refer to Part 7, 7. Insurance)
- Copy of any applicable, current licenses and/or certification required by City/County/State
- Documentation of Compliance with Minimum Qualifications
- Exceptions to the ITB (refer to Part 6, 6.6 Deviations)

The bid response must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the response, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

The submittal of a response by a bidder will be considered by the City as constituting an offer by the bidder to perform the required services at the stated fees.

3.3 DISCLOSURE AND CONFIDENTIALITY

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
- a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in items 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
 - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- (ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.
- a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
 - b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
 - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
 - d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a bidder believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
 - Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version response of the complete UNREDACTED proposal. Include "UNREDACTED, CONFIDENTIAL" in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the **unredacted** document should provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.
 2. Upload a pdf version response of the REDACTED copy of the proposal. Include "REDACTED" in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

The City's evaluators will be provided with the complete proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

3.4 ONLY ONE BID

Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any bidder has a financial interest in more than one submission under this bid, all bids in which such bidder has a financial interest will be rejected. A subcontractor is permitted to appear in more than one submittal for the same bid, as long as the subcontractor is not a lead bidder in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and, partnerships.

3.5 FULLY INFORMED BIDDER

A bidder is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A bidder shall not expect to secure relief on the plea of error.

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PART 4 – BID PRICES

4.1 BID PRICES

4.2 WARRANTY INTENTIONALLY LEFT BLANK

Is a warranty being provided? ☐ Yes ☐ No

Who is providing the warranty? ☐ Bidder (not manufacturer) ☐ Manufacturer

If warranty is being provided, provide warranty details (to include the name and contact information of the business offering the warranty, the term of the warranty and what specifically the warranty will cover) here or attach to bid response:

Note: THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID. (Any price escalation must be based upon a numerical or established index and must identify the terms in which the escalation will operate.)

Note: THE CITY RESERVES THE RIGHT TO AWARD THIS BID ON THE BASIS OF EACH LINE INDIVIDUALLY, ANY COMBINATION OF LINE ITEMS OR ALL LINE ITEMS COMBINED AS IT DETERMINES TO BE IN ITS BEST INTEREST. THE CITY RESERVES THE RIGHT TO NOT AWARD ANY LINE ITEM AS IT DETERMINES TO BE IN ITS BEST INTEREST.

Note: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, OR MATERIALS FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE MAY BE ADJUSTED UPON AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE AND BASED UPON BID PRICES.

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This page must be completed and returned with your Submittal.

PART 5 – AWARD

5.1 AWARD OF CONTRACT

The awards of a contract and/or purchase shall be to the lowest responsive, responsible bidder.

A responsive bidder is one that provides all requested information, certifications, product information and pricing. A responsible bidder is one that has demonstrated through the past performance and the requested documentation that they have the resources and financial capability to provide the products/services identified by the City via this Invitation to Bid.

The City may reject a bid based upon past performance of a bidder. In determining the lowest responsive, responsible bidder the City will consider, but not be limited to, the items listed below:

- Price,
- The ability of the bidder to successfully carry out a proposed contract,
- Past performance (including reference checks), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability,
- Current litigation pending between bidder and City,
- All debts owed to City have been paid,
- Bidder has all required licenses,
- Bidder is authorized to do business in Florida, if required by law (registered in SunBiz),
- The number and scope of conditions and/or exceptions attached to the bid,

The City reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work. If, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

In the event the successful Bidder fails to execute the Contract, the City may then accept the bid of the next lowest responsive, responsible bidder or re-advertise the bid. If the bid of the next best Bidder is accepted, this acceptance shall bind such Bidder as though he were the original successful Bidder. City reserves the right to pursue such remedies as provided by law for Bidder's failure to execute the Contract.

The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the lowest, responsive and responsible Bidder whose bid is determined by the City to be in its best interest.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida (if required by law).

5.2 TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; and (5) coin toss.

5.3 DRUG-FREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

5.4 CONTRACT

The Contract to be entered into will designate the successful bidder as the City's Contractor. The terms and conditions in the Sample Contract, Part 7, shall be applicable and binding. The successful bidder will be required to execute an agreement with the City in substantially the same format as found in Part 7.

5.5 BID PROTEST

Participants in this solicitation may protest the Invitation to Bid specifications or award in accordance with Section 41-580 of the [Financial Services Procedures Manual](#).

5.6 ITB POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the bid responses received as a result of this ITB. See Section 41-444 [Financial Services Procedures Manual](#).

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PART 6 – GENERAL INFORMATION

6.1 UNIT PRICES

Shall be tabulated to calculate no more than two (2) decimal places. Unit prices less than \$0.005 will be rounded off down the cent; unit prices equal to or greater than \$0.005 will be rounded up to the next cent. Unit prices on the Bid Form will be used to correct any extensions, and if adjusted, shall be identified on the detailed tabulation as corrected.

6.2 REIMBURSABLES

When cost estimating travel, the City's travel policy allows for Coach air travel only. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only – no mark-up). Evidence of these expenditures will be submitted when invoicing the City.

6.3 DELIVERY

All pricing to include all shipping/delivery charges and delivery is to be F.O.B. Destination (City location).

6.4 WARRANTY

The bidder shall indicate on the Bid Form if any warranty is being provided by either itself or a manufacturer, and if any such warranty is being provided, such warranty shall be stated on the Bid Form or attached thereto and submitted as part of the bid.

When the manufacturer normally warrants the equipment or materials being supplied, the bidder shall provide such warranty to the City or shall state as a clarification and Exception the reason the bidder is not able to provide such warranty.

6.5 ALTERNATES/EQUIVALENTS

When alternate line items are offered in addition to the base bid, the City reserves the right to consider any combination of the base bid plus any alternate(s) deemed necessary in order to establish the overall bid. The recommendation of award will be based on the lowest overall bid deemed responsive and responsible as determined by the City. When Brand Names are specified, the bidder must prove demonstrated equivalency in writing prior to the deadline for submitting questions when other than the Brand Name is being offered. The City reserves the right to reject submittals from bidders which have failed to receive approvals of acceptable equivalents, or alternatives.

6.6 PURCHASES BY OTHER AGENCIES ("PIGGYBACKING")

All bidders submitting a response to this solicitation agree that such response also constitutes a bid to all state agencies, municipalities and political subdivisions of the state of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This provision in no way restricts or interferes with any state agency, municipality or political subdivision to rebid any or all items.

6.7 DEVIATIONS

Any deviation from the specifications must be explained in detail on sheets attached to the Bid Form and labeled "Clarifications and Exceptions", and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise, it will be considered that items offered are in strict compliance with these Specifications and the successful bidder will be held responsible for meeting the Specifications. If bidder wishes its Standard Terms and Conditions to be considered as part of its bid, such terms and conditions must be made part of the "Clarifications and Exceptions". The City reserves the following rights: to waive clarifications and exceptions in awarding the bid in the best interest of the City; to accept or reject any or all bids; to waive any or all irregularities; and to award the contract to the most responsive responsible bidder whose bid is determined by the City to be in its best interest.

NOTE: Bidders are strongly encouraged to submit any deviations or exceptions to the City before the question submittal deadline or proposals are due, so that based upon the City's response in the addendum, the bidder can determine if it is in their best interest to submit a response or not.

6.8 ACCEPTANCE OF TERMS

Acceptance of the Contract, Specifications, terms and conditions is a mandatory aspect of being considered responsive. Bidders wanting to challenge any of the Contract, Specifications, terms and conditions or question alternatives to any Specifications listed herein must do so in writing prior to the deadline for submitting questions. If the City does not authorize a change prior to bid closing via addendum, the Contract, Specifications and terms and conditions stand; any counter-proposal on Contract, Specifications, or terms and conditions, will be rejected, as will the bid.

6.9 BIDDER'S DECLARATION AND UNDERSTANDING

The bidder, declares that the only person or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this contract.

The bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The bidder further declares that it has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid. Bidder further declares that any deviation from the specifications are explained on separate sheets labeled Clarifications and Exceptions attached to this Bid Form and that each deviation is itemized by number and specifically refers to the applicable specification paragraph and page.

6.10 LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. The business tax receipt must be issued at least six months prior to bid or proposal opening date. For more information on City's Local Preference Policy: [Municipal Code Article X Local Preference Policy](#).

6.11 SMALL AND SERVICE-DISABLED VETERAN BUSINESS CERTIFIED BY THE CITY OF GAINESVILLE

Small or Service-Disabled Veteran's Business Enterprise Definition: A Small Business or a Service-Disabled Veteran's Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within Alachua, Bradford, Columbia, Gilchrist, Levy, Putnam, or Union County and possess a current City business tax receipt as required, and is so certified by the Small and Service-Disabled Veteran's Business Program Coordinator.

It is the policy of the City of Gainesville that small and service-disabled veteran businesses as defined in the Small and Service-Disabled Veteran Business Program, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each bidder is asked to state whether it will utilize small and service-disabled veteran businesses that are eligible for assistance to perform work on the project(s) being advertised.

For bidders not yet certified by the City, a small and service-disabled veteran application may be accessed via the [Office of Equity and Inclusion](#) website. To be considered as a certified small and/or service-disabled veteran business, a bidder must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the [Office of Equity and Inclusion](#) website.

6.12 LIVING WAGE REQUIREMENTS

Living Wage requirements, Ordinance 020663, as amended in Ordinance 030168, and in [Ordinance 180999](#), and as shown on the City's web page, applies to contracts solicited by the City after midnight on March 31, 2021.

Section 2-619. – Living Wage Requirements.

(a) The following are requirements of each service contractor/subcontractor:

- (1) A service contract or/subcontractor shall pay a living wage to each of its covered employees during the time they are providing the covered services.
- (2) A copy of the living wage rate shall be posted by the service contractor/subcontractor in a prominent place where it can easily be seen by the covered employees and shall be supplied to any covered employee upon request.
- (3) Each service contractor shall make all of its service subcontractors aware of the requirements of this division and shall include the contract provisions listed in the **Sample Contract** under the *Living Wage* paragraph in each of its service subcontracts to ensure compliance with this article. The city shall not be deemed a necessary or indispensable party in any litigation between the service contractor and a subcontractor.
- (4) A service contractor/subcontractor shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage under this division. A covered employee who claims their employer has not paid them a living wage as required by this division may file a written complaint with the city.
- (5) Each service contractor/subcontractor shall produce payroll records, and any other requested documentation to the city as necessary for the city to audit or investigate compliance with or a reported violation of this division.

The adjusted Living Wage for this contract will be \$__ per hour (Living Wage with Health Benefits) or \$__ per hour if Health Benefits are not offered. The living wage for this contract will increase annually on the anniversary date of the contract at the City's prevailing living wage rate, which is updated October 1 each year.

6.13 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this bid response, bidder agrees that it:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

6.14 PUBLIC ENTITY CRIME INFORMATION STATEMENT

For your information, Section 287.133 (2)(a) , Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

6.15 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the bidder and specific

contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

6.16 TAXES, CHARGES AND FEES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

6.17 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bid responses to the City, or any work performed in connection therewith shall be borne by the bidder(s). No payment will be made for any responses received, nor for any other effort required of or made by the bidder(s) prior to commencement of work as defined by a contract approved by the City Commission (if so required).

6.18 RULES; REGULATIONS; LICENSING REQUIREMENT

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

6.19 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the [Office of Equity and Inclusion](#).

6.20 E-VERIFY REQUIREMENT

Section 448.095, Florida Statute states the statute shall be construed in a manner so as to be fully consistent with any applicable federal laws or regulations. The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

6.21 INTERNATIONAL PROPOSER REQUIREMENTS

The City is unable to send ACH payments to international banks. Therefore, ACH payments will only be made to U.S.A. banks. Additionally, the international company must be from a country that has a tax treaty with the U.S.A. International proposers must agree to these requirements and provide proof of same should they receive an award recommendation.

6.22 SPECIALITY FUNDING, IF APPLICABLE INTENTIONALLY LEFT BLANK

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 7 – SAMPLE CONTRACT

THIS CONTRACT (“Contract”), entered into on the _____ day of _____, 20____ between the CITY OF GAINESVILLE, a Florida municipal corporation, (“City”), and _____, (“Contractor”), , taken together, shall be known as “Parties”.

WHEREAS, clauses that briefly describe project and history of project (if applicable)

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be two year(s), commencing on **January 1, 2022** and terminating on **December 31, 2024**. The Contract may be extended, upon mutual agreement of the Parties. Upon extension of the Contract term, the Contract Price may be increased or decreased based upon the Consumer Price Index as of **December 31, 2024**.

2. SCOPE OF SERVICES.

Project or Product or Service Description:

,as more specifically described in the Specifications.

3. CONTRACT DOCUMENTS.

A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the ‘Contract Documents’):

- i. Contract;
- ii. Addenda to Bid Documents (*attach and identify by title, number and date*);
- iii. Bid Documents (*attach and identify by title, number and date*); and
- iv. Contractor’s response to Bid documents (*attach and identify by title, number and date*).

B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

4. DELIVERY SCHEDULE: (*to be included for goods*)

The delivery schedule is hereby defined as the period which will elapse between receipt of a purchase order and the arrival of the materials or equipment at the designated point of delivery. Meeting specified delivery schedules is of the essence of this Contract and is a significant part of the performance of the Contract. Failure to meet such schedules may result in Termination of the Contract as described in Paragraph 10 of this Contract.

A DELIVERY LOCATION:

All materials or equipment shall be bid F.O.B. Gainesville, Florida.

B. DELAY

Notwithstanding the delivery schedule, the City shall have the right to delay the delivery for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the delivery schedule shall be extended for a period equivalent to the time lost by reason of the City's delay.

If the project for which the delivery is required is stopped or delayed for more than three months, either in whole or in substantial part, and either the City or Contractor elects to terminate the Contract because of such delay, if such stoppage or delay is due to actions taken by the City within its control, Contractor's sole remedy under the Contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the work to the date of termination.

[OR]

4. TIME FOR PERFORMANCE *(To be included for services, if needed)*

The Parties agree that time is of the essence for the Scope of Services. Contractor shall complete the work on or before [date].

[OR]

4. PARAGRAPH INTENTIONALLY OMITTED.

[In some contracts, there is no need to put a provision in for completion. For instance, if you have hired a janitorial service on an annual contract, there would not be a need to have a time of performance or completion date]

5. COMPENSATION/PAYMENT.

City will pay Contractor in an amount not to exceed (\$amount bid if lump sum or budget amount if annual agreement) for the term of the contract. Payment shall be based upon *(describe whether City is paying on an hourly basis, or for a percentage of work completed, amount of material delivered or some other measurement)*.

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes. Contractor will be paid electronically as an electronic funds transfer (EFT).

6. INDEMNIFICATION.

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

7. ANTI-DISCRIMINATION.

CONTRACTOR shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. CONTRACTOR understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

8. INSURANCE. (Check with risk for required coverage and amounts)

A. During the term of this Contract, Contractor shall maintain insurance as follows:

Workers' Compensation insurance	providing coverage in compliance with Florida Statutes
Professional Liability insurance	\$ per occurrence combined single limit for bodily injury and property damage
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$500,000.00 per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	\$500,000.00 per occurrence combined single limit for bodily injury and property damage
Property Damage insurance	[\$contact risk] per occurrence combined single limit for bodily injury and property damage

B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

9. SOVEREIGN IMMUNITY.

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

10. LIVING WAGE. *(if contract is not for goods only)*

The definitions, terms and conditions of the city's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this agreement. These requirements include that the service contractor/subcontractor: shall pay a living wage to each covered employee during the term of this agreement, including any extension(s) to this agreement; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this agreement, enforceable by the city through all rights and remedies at law and equity.

[OR]

10. PARAGRAPH INTENTIONALLY OMITTED. *(if contract is for goods only)*

11. TERMINATION.

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a “Default”), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City’s intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

12. MULTI-YEAR CONTRACT.

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

13. INDEPENDENT CONTRACTOR.

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor for the full performance of the Contract Documents.

14. INTELLECTUAL PROPERTY AND WORK PRODUCT.

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.

B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

15. RECORDS AND RIGHT-TO-AUDIT.

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

16. CONTRACTOR’S ASSURANCES.

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

17. WARRANTY.

[are there specific warranties requested in the bid? If so, list them here or reference them here]

18. PUBLIC RECORDS.

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

<http://www.cityofgainesville.org/ClerkOfTheCommission/PublicRecordsRequests/RequestingPublicRecord.aspx>

19. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

20. ATTORNEY'S FEES AND COSTS.

The prevailing party to any litigation filed in state or federal court, shall be entitled to attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

21. FORCE MAJEURE (not needed if paragraph 4 is blank)

If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

[OR]

21. PARAGRAPH INTENTIONALLY OMITTED

22. APPLICABLE LAW AND VENUE.

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

23. DEFAULT AND REMEDIES.

The non-breaching party shall have available all remedies at law.

24. NOTICES.

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

CITY:

City of Gainesville

Insert Department Name

Attn:

Insert Address

CONTRACTOR:

Insert Contractor's Information

25. SEVERABILITY.

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

26. INTEGRATION/MERGER.

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

27. MODIFICATION AND WAIVER.

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any

right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

28. CAPTIONS AND SECTION HEADINGS.

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

29. ASSIGNMENT OF INTEREST.

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

30. SUCCESSORS AND ASSIGNS.

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

31. THIRD PARTY BENEFICIARIES.

This Contract does not create any relationship with, or any rights in favor of, any third party.

32. CONSTRUCTION.

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

33. COUNTERPARTS.

This Contract may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

34. EXHIBITS.

All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

NAME OF COMPANY:

CITY OF GAINESVILLE:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

PART 8 – EXHIBITS

The following documents/forms are included in this section:

- Drug-Free Workplace Form
- Bidder Verification Form
- Customer History Form

DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

does:

(Name of Bidder)

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 the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested: ☐ YES ☐ NO

A copy of the following documents must be included in your submission if you are requesting Local Preference:

- Business Tax Receipt
- Zoning Compliance Permit

QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS (Check one)

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? ☐ YES ☐ NO

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business? ☐ YES ☐ NO

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

☐ YES ☐ NO (refer to Part 1, 1.5, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (#_____)

If the answer is "NO", please state reason why: _____

DIVERSITY AND INCLUSION (Applies to solicitations above \$50,000)

Does your company have a policy on diversity and inclusion? ☐ YES ☐ NO

If yes, please attach a copy of the policy to your submittal.

Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.

Bidder's Name

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

This page must be completed and uploaded to DemandStar.com with your Submittal.

CUSTOMER HISTORY FORM

Name of Bidder: _____

Provide a list of prior customers **for similar items** that your business has provided within the last ____ years. Copy form as necessary.

CustomerName:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

This page must be completed and uploaded to DemandStar.com with your Submittal.

PART 9 – NO BID SURVEY

GENERAL GOVERNMENT PROCUREMENT DIVISION SURVEY BID INFORMATION

INVITATION TO BID #: RECX-220018-DM

DUE DATE: December 22, 2021
@ 3:00 p.m., local time

BID TITLE: Purchase of Liquid Sodium Hypochlorite For City Pools

IF YOU DO NOT BID

If you choose to not bid, please complete this form, and either upload it into DemandStar.com or email to the procurement specialist. Your responses will assist the City in developing future solicitations, your responses will remain anonymous and will be aggregated into a spreadsheet for analysis purposes only.

Check the appropriate responses and provide additional information that may help the City develop future solicitations.

1. _____ The solicitation time-frame was too short
2. _____ My company did not learn of this solicitation until it was too late to develop a response
3. _____ My company's work load did not allow time to develop a submittal
4. _____ If awarded, my company's work load could not support this project
5. _____ Specifications were not clear
6. _____ My company does not handle this type of work
7. _____ My company does not submit responses to Municipalities
8. _____ Have experienced delays in payments from Government agencies in the past
9. _____ Is there anything the City could have done differently in the solicitation package to prompt your company to submit a proposal?
Explain: _____
10. _____ If the City were to rebid this solicitation, would your company be interested in responding?
11. _____ Please provide any additional information regarding this solicitation that may help us develop our next steps in fulfilling the City's needs for this project.

Bidder Name: _____

Address: _____

Is your company a certified City of Gainesville small business? ☐ YES ☐ NO

Is your company a certified City of Gainesville service-disabled veteran business? ☐ YES ☐ NO

Annual Contract for Liquid Sodium Hypochlorite Purchases for City Pools

Supplier Name: _____

DELIVERY TIMES

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL. BID WILL NOT BE CONSIDERED FOR EVALUATION AND POSSIBLE AWARD WITHOUT COMPLETED FORM.

Bidder: _____

The City prefers to have a regular, weekly delivery schedule, with non-regular, additional deliveries made within 72 hours of the request and emergency deliveries made within 24 hours of the request.

If you can provide deliveries within the City's schedule, please initial here: _____

If you cannot provide deliveries within these time periods, please state what your delivery time frames are:

[illegible]

Due to size and space limitations at each swimming pool site, delivery vehicle size restrictions are required. Delivery vehicles larger than 50' long and 15' wide will not be able to access the chlorine tanks.

If you can meet the delivery truck size requirements, please initial here: