



ENGLEWOOD WATER DISTRICT

201 Selma Ave
Englewood, FL 34223
Office: 941-474-3217
Fax: 941-460-1025

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

RFB 2022-131 SUPPLY OF LIQUID CHLORINE

The Englewood Water District (also known as the “District”) is requesting sealed bids for the supply of liquid chlorine, for the District’s Water & Wastewater Treatment facilities. Sealed bids should be mailed or hand delivered to **Bee Ling Wheaton, Purchasing Manager**, at 201 Selma Avenue, Englewood, FL 34223 by 2:15 p.m. (EST), July 21 (Thu), 2022.

BID OPENING: July 21 (Thu), 2022 at 2:30 p.m. (EST)
Englewood Water District
201 Selma Ave
Englewood, FL 34223

Any bids received after the deadline will not be opened and will be returned to the Bidder, if requested, at Bidder’s expense. The District will not consider any bids from a Contractor that has been barred from bidding in any public section project in the last three (3) years.

All bids must contain a manual signature of the authorized representative of the Bidder’s company on the Bid Form. The successful Bidder shall have current, applicable licensure to perform the work as described in the Technical Specifications in this bid package.

The bid package and any associated addenda, may be viewed and downloaded from DemandStar or at the District’s website. If you have any questions, concerns, or problems accessing the bid package using the link, please contact **Bee Ling Wheaton, Purchasing Manager**, at (941) 460-1014. Request for additional information or clarification regarding the specifications must be sent via email to bwheaton@englewoodwater.com. All questions and clarifications must be submitted via e-mail or facsimile by **4:00 p.m. (EST) on July 15 (Fri), 2022. Verbal requests will not be entertained.**

The District does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

POSTED ON: July 1, 2022, on www.demandstar.com and in the Purchasing section, at the District’s website, www.englewoodwater.com.

STATEMENT OF NON-SUBMITTAL

Please return this form, **only** if you **do not** intend to bid on this service. Please check any and all applicable reasons.

We the undersigned have declined to submit a bid on the requested service below,

RFB 2022-131 SUPPLY OF LIQUID CHLORINE

for the following reason(s):

- ☐ Insufficient time to respond to the Request for Bid.
- ☐ We do not offer the product/service that is requested.
- ☐ Does not fit into our schedule.
- ☐ Bond/insurance requirements cannot be met.
- ☐ Specifications are vague (explain below).
- ☐ OTHER (please specify below).

Reasons _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

POSITION: _____

Note: Please e-mail the *Statement of Non-Submittal* to **Bee Ling Wheaton**, Purchasing Manager,
bwheaton@englewoodwater.com.

INSTRUCTIONS TO BIDDERS

1) **QUALIFICATIONS OF BIDDER:** The District intends to award this Contract to the lowest responsive and responsible Bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items/services required under this bid, within a reasonable time frame acceptable to the District. At the discretion of the District, requests may be made to the Bidder to provide information in writing, prior to award of bids, in order to verify any requirements.

2) **EXAMINATION OF BID DOCUMENTS/SITE (IF APPLICABLE):** Prior to the submission of a bid, Bidders will carefully examine the Instructions to Bidders, General Provisions, Insurance Requirements, Technical Specifications, and all other related bid documents, including any and all modifications, incorporated into the bid package. They should also fully inform themselves as to all existing conditions and limitations that affect the scope of work performed under this Contract.

The bid package will be posted on www.demandstar.com, and also on the District's website, www.englewoodwater.com. It is the Bidder's responsibility to view the bid package and download all issued addenda or to contact the District to determine if addenda were issued.

3) **ON-SITE PRE-BID MEETING:** There is no on-site pre-bid meeting. Please see Delivery section under Technical Specifications. It is solely the Bidder's responsibility to ensure that his/her equipment is compatible with the District's unloading and storage facilities. Visits need to be scheduled 24 hours in advance to view the unloading/storage facilities by contacting Purchasing at (941) 460-1014.

4) **CLARIFICATION AND ADDITIONAL INFORMATION:** Discrepancies, omissions, or questions about the intent of the documents will be submitted in written form by e-mail to **Bee Ling Wheaton**, Purchasing Manager at the District at bwheaton@englewoodwater.com, requesting interpretation by **4:00 p.m. on July 15 (Fri), 2022**.

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all interested Bidders. Bidder must acknowledge receipt of any addendum on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. Oral explanations will not be binding. The District will attempt to notify all prospective Bidders of addenda issued to the bid documents; however, it shall be the responsibility of the Bidder, prior to submitting their bid, to contact the District, to determine if any addenda were issued, acknowledging and incorporating said addenda into their bid.

5) **MODIFICATION OR WITHDRAWAL OF BIDS:** Bidders may submit an amended bid before the opening of bids. Such amended bids must be a **complete** replacement for a previously submitted bid and must be clearly identified as such, signed by authorized personnel of the Bidder's company.

Bids may only be withdrawn by written request from the Bidder before bid opening. Error or negligence on the part of the Bidder in bid preparation does not constitute the right for withdrawal of the bid after it has been opened.

6) **NO BID:** A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the District by e-mail to bwheaton@englewoodwater.com.

7) **CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between the Instructions to Bidders, General Provisions, Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, General Provisions and then Instructions to Bidders. It is incumbent upon the Bidder to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

8) **LIMITATION OF COST:** The Contractor agrees to perform the work specified and complete all obligations under this Contract within the stated amounts.

9) PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:

Bid Form: Bids shall be made on forms supplied by the District, or as otherwise specified. Each bid must state the name of the Bidder, the Bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or authorized personnel to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the District.

Bid Bond: (NOT APPLICABLE FOR THIS BID, RFB 2022-131) Each bid must be accompanied by a Bidder's bond or Cashier's check with their bid in the amount of NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents. Cashier's checks will be returned to all Bidders after award of bid.

Bid Documents: Bid documents and forms shall be submitted sealed to the **Englewood Water District**, 201 Selma Ave, Englewood, FL 34223. The envelope/package shall be clearly marked with the Bid Title **RFB 2022-131 Supply of Liquid Chlorine**, Name and Business Address of the Bidder. **One hard copy of the Bid, as well as an electronic copy in PDF format need to be submitted on a USB drive.**

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the bid package.

For your bid to be acceptable, **all blank spaces** must be completed as requested. All bids must contain a **manual** signature of the authorized representative of the Bidder in the space provided on the Bid Form and all required forms.

Responsibility for getting this bid to the District on or before the specified date and time is solely the responsibility of the Bidder. The District will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope, and must be at the District by the date and time specified for opening.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the Bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Expenses Incurred in Preparing Bid: The District accepts no responsibility for any expenses incurred by the Bidder in the preparation and submission of a bid. Such expenses shall be borne exclusively by the Bidder.

Bid Corrections & Erasures: Any erasures or other corrections in the bid must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected at the discretion of the District.

Bid Opening: All bids received by the date and time so specified shall be opened and **the name of each Bidder read aloud** within the designated room at the District, during bid opening. It is optional for Bidders and the general public to be present at the bid opening.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the Bidder's responsibility to make arrangements for the return of the bid package at their expense. Bid packages will be discarded, unopened, if unclaimed seven (7) calendar days after bid opening. Bids postmarked prior to said date and time but not received on time shall also not be considered and will remain unopened.

10) MULTIPLE BIDS PROHIBITED: Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to the District, that any Bidder has an interest in more than one Bid for the goods and/or services for this solicitation, all Bids in which such Bidder has an interest shall be rejected.

11) DISTRICT RIGHTS: The District reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the District. Also, the District reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the District. If only one response is received, the District has the discretion to accept or reject the bid, depending on available competition and the timely needs of the District. If time is of the essence, the District also reserves the right to negotiate with a vendor if the District

receives a single response, or no responses, to a competitive solicitation, or in the event that the contract is terminated for cause, depending on the urgent needs of the District.

12) REFERENCES: As part of the evaluation process, the District may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. The District has the discretion to determine the Bidder's qualifications. Please provide five (5) professional references for similar work (in size and type) performed/goods supplied, within the past five (5) years, on the provided List of References Form. The District reserves the right to request for additional references if none of the listed references respond. The apparent low bidder may be disqualified, at the discretion of the District should none of the references respond during a reference check.

13) AWARD OF BID: The award shall be given to the lowest responsive, responsible Bidder who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the District indicates that the award will be in the best interest of the District. The District reserves the right to reject the bid proposal of any Bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. In addition, the bid evaluation may consider previous performance, reliability and reference checks. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from bidders.

Errors: For the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the Bid form as submitted by Bidders:

1. Obviously misplaced decimal points will be corrected;
2. In case of discrepancy between unit price and extended price, the unit price will prevail. Apparent errors in extension will be corrected;
3. Apparent errors in addition of lump sum and extended prices will be corrected; and
4. For the purpose of the bid evaluation, the District will proceed on the assumption that the Bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

14) BID TABULATIONS: Pursuant to Florida Statute §119.071(1)(b)2, all bid tabulations shall be posted on DemandStar's website at www.demandstar.com as well as the District's website, www.inglewoodwater.com, within thirty (30) days after bid opening or when the District provides notice of a decision or intended decision, whichever is earlier.

15) FORM OF CONTRACT: The Contract documents consist of the Request for Bids, Instructions to Bidders, Insurance Requirements, General Provisions, Technical Specifications, Bid Form, Attachments, Addenda, and all other related documents, including all modifications thereof incorporated in the documents before their execution. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the District's bid package when a purchase order issued by the District is transmitted to successful Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and/or Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond (if applicable) or other posted security and other possible penalties.

16) NOTICE TO PROCEED/PURCHASE ORDER: After award of bid, a notice to proceed/purchase order shall be issued. Upon receipt of the notice to proceed/purchase order, the successful Bidder shall acknowledge receipt of same by e-mail, shall commence processing the order so that the agreed upon delivery date will be satisfied.

17) PAYMENT: Payment will only be made after goods have been delivered, and upon the inspection and approval of the District. It is the policy of the District that payment for all purchases for goods and services by the District shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act.

All invoices must reference the associated Purchase Order number before payment can be made. Please e-mail all invoices to apinvoice@englewoodwater.com with copy to Purchasing, bwheaton@englewoodwater.com.

18) NOTICES AND DELIVERY: Any notices or requests made pursuant to the award of the bid shall be in writing and shall be deemed to have been delivered when sent by certified mail, fax or e-mail with delivery receipt (or acknowledgement or confirmation which may be by electronic means).

19) WARRANTY: All warranties express and implied, shall be made available to the District for goods and services covered by this bid package. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the District, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the bid package may supersede the manufacturer's standard warranty.

20) DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Technical Specifications, if applicable, all equipment, parts, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical Specifications, reference to any equipment, part, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Bidder wishes to make a substitution to the specifications, the Bidder shall furnish the District the name of the manufacturer, the model number and other identifying data and information necessary to aid in the District in evaluating the substitution. Such substitution shall be subject to District approval. Substitutions shall be approved only if determined by the District to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the District does not approve the substitution.

21) TAXES/FREIGHT: If applicable, the bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the bid package, prices bid shall be F.O.B. Destination. The District is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the District. The District's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the District.

In the event the project is declared a sales tax recovery project by the District, the following procedure shall apply:

- (a) The District shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the District, all purchase orders shall be issued directly from the District;
- (c) The District shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier;
- (d) The District shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

22) TERMINATION OF AGREEMENT:

Termination with or without Cause: The District shall have the right to unilaterally cancel, terminate or suspend this agreement, in whole or in part, by providing the Contractor thirty (30) days written notice, by e-mail, fax or certified mail.

Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the District, or failure to make replacements of rejected articles of work when so requested, immediately, or as directed by the District, shall constitute authority for the District to purchase in the open market, goods or services of comparable grade to replace the goods or services rejected, not delivered, or not completed. On all such

purchases, the Contractor shall reimburse the District, within a reasonable time specified by the District, for any expense incurred in excess of the agreement prices.

The District reserves the right to terminate this agreement, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by e-mail, fax or certified letter of the District's intent to terminate. In the event of termination for default, the District may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

If the agreement is terminated for any of the reasons listed, the District reserves the right to award the agreement to the next lowest, qualified Bidder, at the pricing submitted by the other Bidder for this solicitation, with the same terms and conditions.

Termination by Vendor: Contractor shall have the right to terminate services only in the event of the District failing to pay Contractor's properly documented and submitted invoice within sixty (60) calendar days, or if the project is suspended by the District for a period greater than sixty (60) calendar days.

The District reserves the right to immediately terminate and cancel this Contract in the event Vendor shall be placed in either voluntary or involuntary bankruptcy and a Receiver is appointed for the Vendor or an assignment is made for the benefit of creditors.

23) RULES, REGULATIONS AND LICENSES: The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of goods and/or services specified in this bid package. It shall be the responsibility of the Contractor to ensure compliance with OSHA, EPA, and/or other local, federal, or State of Florida rules, regulations or other requirements, as applicable.

24) PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The Bidder should not submit any information in response to this bid which the Bidder considers proprietary or confidential. The submission of any information to the District in connection with this bid package shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

25) MAINTENANCE OF RECORDS: The Contractor shall maintain books, records, and other documents pertaining to, or connected with this contract. All records will be made available and accessible at the Contractor's offices for the purpose of inspection, audit and copying during normal business hours by the District, or any of its authorized representatives. Retention time for these records shall be for a minimum of five (5) years after the conclusion of this agreement.

26) CODE OF ETHICS: With respect to this bid, if any Bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the District.

27) COLLUSION: By submitting this bid, the Bidder certifies that he/she has not divulged to, discussed with or compared his/her bid with other Bidders and has not colluded with any other Bidder or parties to this bid whatsoever. Also, Bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other Bidder or with any competitor; any prices and/or data bid for this bid have not been knowingly disclosed by the Bidder and will not knowingly be closed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made or will be made by the Bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the Bidder.

28) PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods/services to a public entity, may not submit a bid on a Contract with a public entity for construction or repair of 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 Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.” By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the District due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

29) DRUG FREE WORKPLACE PREFERENCE: The District has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the District’s workplace.

The District requests that the attached Drug Free Workplace Form accompany the bid response. This form has been adopted by the District in accordance with the Drug Free Workplace Act. The District will not disqualify any Bidder who does not sign the form. The Drug Free Workplace Form is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the Bidder who has signed the form.

30) INDEPENDENT CONTRACTOR: The Contractor shall legally be considered an independent contractor and neither the Contractor or any of its employees shall, under any circumstances be considered employees or agents of the District. The District shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, employees or its agents. The District shall not withhold from the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the District shall not provide to the Contractor any insurance coverage, or other benefits, including workers’ compensation, normally provided by the District for its employees.

31) SUBCONTRACTING: The Contractor agrees that he/she is as fully responsible to the District for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he/she is for the acts and omissions of persons directly employed by him/her. Nothing contained in the Contract documents shall create any Contractual relationship between any Subcontractor and the District.

32) MODIFICATION OF CONTRACT: Any Contract resulting from this bid package may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable District procedures.

33) AUTHORITY OF THE DISTRICT: It is agreed by the parties hereto that the District shall decide all questions and disputes which may arise relative to the interpretation to the Technical Specifications and fulfillment of the Contract.

The District shall determine the quality and acceptability of goods supplied relative to the Technical Specifications.

34) SUCCESSORS AND ASSIGNS: The vendor shall not assign any interest in any Contract resulting from this bid package and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the District, except that claims for the money due or to become due to the vendor from the District under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the District. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the District.

35) CONFLICTS OF INTEREST – DISTRICT OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the District to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the District, they shall seek a conflict of interest opinion from the Administrator or his/her designated representative prior to submittal of a response.

36) TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The District shall exercise its rights under this "Certificate" within one (1) year following payment.

37) STATE REGISTRATION REQUIREMENTS: Any Bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

38) PERFORMANCE EVALUATION: At the end of the Contract, the District may evaluate the successful Bidder's performance. This evaluation may become public record.

39) NON-EXCLUSIVE CONTRACT: Award of this Contract shall not require the District to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The District reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the District.

40) CONTACT PROHIBITION: All prospective Bidders are hereby instructed **NOT** to contact any board member of the District, or any District staff member other than the Authorized Contact Persons, identified in this Bid package regarding this solicitation package, Bidder's submittal package, the District's Intent to Award, or the District's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

41) CONTRACTING WITH DISTRICT EMPLOYEES OR BOARD MEMBERS: Any District employee, Board member or member of his or her immediate family seeking to Contract with the District shall seek a conflict of interest opinion from the Administrator or their designated representative prior to submittal of a response or application of any type to Contract with the District. The affected employee or Board member shall disclose his or her assigned function within the District and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards of Conduct for Public Officers, Employees of Agencies, And Local Government Attorneys controls contracting with the District's employees or board members, and provides as follows:

(12) EXEMPTION --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best Bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best Bidder;
2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its

principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

42) DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute §119.071(1)(b)(2), all bid documents are exempt from public record until such time as the District provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

Per F.S. §119.07, Contractor shall comply with all public records laws, and shall specifically:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the District for the service to be performed.
- (b) Provide the public with access to public records at the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

43) FORCE MAJEURE: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

44) GOVERNING LAWS: The interpretation, effect, and validity of any Contract resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.

45) VENDOR PROTEST: The Bidder must submit a notice of protest in writing to the Administrator within three (3) business days after the Notice of Intent to Award has been issued. The protest shall contain the name, address, and phone number of the petitioner, the bid number and title. The notice of protest shall describe the specific facts and statute upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence. Upon receipt of a formal written protest, the District may stop award proceedings until resolution of the protest. However, the award proceedings shall not be stopped if the Administrator decides that the award must continue without delay to avoid an immediate and serious danger to public health, safety or welfare, or to comply with required regulations.

The protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting bidder. The decision of the Administrator shall be final. Any and all costs incurred by a protesting party associated with a protest shall be the sole responsibility of the protesting party.

46) AUDIT: The District shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.

47) UNAUTHORIZED ALIEN WORKERS: The District will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The District shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation

by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Contract by the District.

48) E-VERIFY: The Contractor shall 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 shall expressly require any subcontractors (if contract permits subcontracting), 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 for all new employees hired by the subcontractor during the contract term. It is the successful Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations, as required by the U.S. Department of Homeland Security. The District shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

49) NON-DISCRIMINATION: The District does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

50) EQUAL EMPLOYMENT OPPORTUNITY: The District, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

INSURANCE REQUIREMENTS

The successful Bidder shall be required to supply, at their cost, insurance coverage per the District's requirements below. Vendor shall procure and maintain the insurance listed below, during the term of the Contract and any of its extensions including any warranty periods covered under this Contract. No changes are to be made to these requirements without prior written specific approval by the District. The vendor is fully responsible for any deductible or self-insured retention contained within this, or any other policy required under this contract. Prior to the commencement of work pertaining to this Contract, the Vendor shall provide to the District, certificates of insurance with coverage not less than the indicated limits of liability, with any required endorsements.

- a) **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease. If the Contractor has no employees, he must submit to the District, the Workers' Compensation Exemption from the State of Florida.
- b) **Commercial General Liability:** Policy shall include bodily injury, personal injury, property damage, pollution liability, and broad form contractual liability. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence and \$1,000,000 general aggregate.
- c) **Automobile Liability:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident, and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.
- d) **Additional Insured:** The District is to be named additional insured on the Commercial General Liability Policy, as well as the Automobile Liability Policy. All certificates of insurance must be provided to and approved by the District before commencement of any work related to this Contract

The Contractor's insurance will be the primary insurance for any loss regardless of any insurance maintained by the District. The Contractor is responsible for all insurance policy premiums, deductibles, or self-insured retentions or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the District is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the District.

If any of the above policies do not comply with the requirements, is not procured, or is cancelled and not replaced, the District has the right to terminate the Contract.

WAIVER OF SUBROGATION RIGHTS

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement, agree to waive all rights of subrogation against the District, its board members, officers, and employees, and the District's insurance carriers, for losses paid under the terms of these insurance policies that arise from the contractual relationship or work performed by the Vendor for the District. Vendor will obtain any endorsements necessary to implement this waiver of subrogation. Additionally, the Vendor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the District and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Vendor or its agents may be responsible for.

OTHER INSURANCE REQUIREMENTS

- a) Insurance requirements required of the Vendor, shall also be applicable to any subcontractors (if permitted), utilized by the Vendor, to cover work performed under this Contract. The Vendor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- b) Each insurance policy required by this Contract shall:
 - i) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability; and
 - ii) Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Vendor is to notify the District by written notice via certified mail, return receipt requested.
- c) The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d) The procuring of required policies of insurance shall not be construed to limit Vendor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Vendor's liability for indemnity of the District shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Vendor and its carrier.
- e) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Vendor's insurance company and the District as soon as practicable after notice has been given to the Insured.

STANDARD INDEMNIFICATION

The Contractor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the District, its board members, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the Contractor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the District.

To the extent applicable, the Contractor shall fully indemnify, defend and hold harmless the District, and its board members, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Contractor's products by the District or any of its commissioners, agents, employees, and assigns, or to the operation or use of Contractor's products by the District or any of its board members, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the District shall promptly notify the Contractor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the mailing address provided on the Bid Submittal Signature Form. Notification may also be provided by e-mail (with receipt of delivery) or fax transmission to the number provided in the same form.

The District shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the District and such insurance coverage shall not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

TECHNICAL SPECIFICATIONS

PURPOSE: It is the intent of the Englewood Water District (also known as the "District") to purchase, on an as-needed basis, liquid chlorine, for the use by the water and wastewater treatment facilities, per the specifications set herein. Deliveries will be made to the **Water Treatment Plant at 201 Selma Avenue, Englewood, FL 34223** or to the **Wastewater Treatment Plant at 140 Telman Rd, Rotonda, FL 33947**.

STANDARDS: The Bidder will comply with any Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), National Safety Foundation (NSF) and other Federal, State, and/or local rules, regulations, or other requirements, as each may apply. Where AWWA Standards are applicable to any chemical listed herein, the same shall be in compliance with the latest revisions thereof. Florida Statutes, Chapter 442 Right-To-Know-Law, mandates on-site Material Safety Data Sheets (MSDS) for all toxic substances.

OCCUPATIONAL HEALTH & SAFETY: In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid, must be accompanied by a Safety Data Sheet ("SDS"), which may be obtained by the manufacturer. The SDS must include the following information:

- a) The chemical name and the common name of the toxic substance;
- b) The hazards or other risks in the use of the toxic substance including:
 - i) The potential for fire, explosion, corrosivity and reactivity;
 - ii) The known acute and chronic health effects of risk from exposure including the medical condition which are generally recognized as being aggravated by exposure to the toxic substance; and
 - iii) The primary routes of entry and symptoms of over exposure.
- c) The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure;
- d) The emergency procedure for spills, fire, disposal and first aid;
- e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading the information; and
- f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

All Bidders are required to submit the MSDS with their Bid Forms.

TERM OF CONTRACT/BID PRICES: The term of the contract will be from **October 1, 2022** for a year, if the base bid is selected, six (6) months with the option to renew a further six (6) months at the same pricing if Alternate Bid 1 is chosen, or four (4) months with the option to renew for 2 x 4 month periods at the same pricing if Alternate Bid 2 is selected by the District. Any renewals will be by mutual, written consent. Bidders shall bid unit prices, F.O.B. destination. The prices bid shall be considered firm for the duration of the contract term.

Bid pricing will be used for payment, and will include payment in full for transportation, labor, materials, consumables, equipment and any incidentals used in delivering supplies and materials to the point of delivery.

Cylinders required for material to be supplied in this bid, will be provided, on a loan basis, at no additional cost to the District. The District will not pay a cylinder or container fee for late returns.

BID AWARD: The District retains the right to award the bid to the lowest responsive, responsible Bidder, in the base bid, Alternate Bid 1 or Alternate Bid 2.

TRANSITIONAL PERIOD: When services are terminated by contract expiration and no new contract exists, it shall be incumbent upon the Contractor to continue to provide supplies/service until a new contract can be completely operational. At no time shall this service extend more than sixty (60) days beyond the expiration date of the existing

contract without the mutual consent of the District and Contractor. The Contractor will be reimbursed for this supply/service at the contract rate schedule.

DELIVERY: All deliveries will be made during regular office business hours of 7:00 a.m. and 4:00 p.m. Mondays through Fridays, excluding holidays recognized by the District, unless prior arrangement has been made with individual facilities.

Deliveries will be made either to the **Water Treatment Plant at 201 Selma Avenue, Englewood, FL 34223** or to the **Wastewater Treatment Plant at 140 Telman Rd, Rotonda, FL 33947** within three (3) business days after a phone order has been placed. Minimum delivery shall be three (3) cylinders. If the delivery is not made within the stated timeline above, the District reserves the right to procure from alternate sources and hold the Bidder liable for the difference in cost between the awarded bid price and the cost of the required purchase from the alternate source.

No additional delivery charges may be imposed for additional delivery attempts resulting from the successful Bidder's failure to make contact with the representative at the delivery site.

The Bidder is advised to visit each delivery point without inconvenience to the District, to ensure that his/her equipment is compatible with the District's unloading and storage facilities. The Bidder must have a crane (cherry picker) to unload and load cylinders from a standard loading dock. The crane must be in good working order and the hydraulic system shall be free from leaks. One (1) ton containers are not to be rolled off trucks. It will be the responsibility of the Contractor to off load chlorine containers from the delivery vehicle to the loading dock or container storage area. No additional charges may be made to the District for any modifications needed to off-load and place cylinders in storage.

The Contractor shall be solely responsible for container leaks, clean up and related damage due to Contractor's negligence at no cost to the District.

EMERGENCY DELIVERY: The Contractor shall provide emergency telephone numbers and shall be able to make deliveries under emergency situations, to either facility within twenty (24) hours of notification.

QUANTITIES: The quantities provided on the Bid Form are only an estimate. The actual quantities will vary according to the needs of the District. The District will only be obligated to pay for actual quantities of chlorine ordered and received by authorized District employees.

DAMAGES: Any damage caused by the Bidder to any structure, equipment and/or components, in the delivery process, will be the responsibility of the Bidder to repair to the satisfaction of the District.

REFERENCES: The Bidder will provide five (5) references within the State of Florida, in the past five (5) years, that can be used to verify the service provided/product identified in this solicitation. The District may request additional references if references provided by the Bidder are non-responsive. Failure of Bidder to provide responsive references may result in disqualification of the Bid.

EMERGENCY PLAN OF ACTION: The Contractor shall also include an emergency spill response plan with the appropriate emergency response personnel names and telephone contact number (24-hour contact numbers) within thirty (30) calendar days of award. In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be included by the Contractor. This section in no way relieves the Contractor of their responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel to respond to such an event to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment, or method of delivery Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986. 42 U.S.C.S. 11001 et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and

Regulations regarding Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall hold the District harmless for any failure to properly report and/or comply with this provision.

SAFE HANDLING TRAINING: The Awardee shall coordinate, schedule and provide an appropriate safe handling training course onsite for Liquid/Gas Chlorine, at the main facility located at 201 Selma Ave, Englewood, FL 34223. It is anticipated that two (2) sessions of training for all current Water and Wastewater Departments operations personnel may be needed yearly. Training shall include, but not limited to, the hazards of chlorine, characteristics of chlorine, emergency response, leak repairs and hands-on proper handling of chlorine. Written materials shall be left for reference for future training and become the property of the District at no additional charge. Technical assistance, if required, shall also be made available to the District at no additional cost.

REJECTION OF CYLINDERS: Cylinders shall be rejected at the time of delivery or any time after delivery, if they fail to meet any of the requirements of the Specification. In the event that cylinders are rejected at the time of delivery or any time after delivery, upon notification to the Contractor, the Contractor shall be required to ship a replacement at no expense to the District's affected location within forty eight (48) hours at no extra charge to the District. Failure to provide a replacement product that meets the Specification within the specified time period will constitute as failure to comply with the delivery requirements set forth in this document.

It is the District's intent to purchase liquid chlorine from a source that will provide prompt and convenient shipment and service. Failure to comply with the terms and/or conditions of the contract shall be reason for termination of contract. The District reserves the right to cancel any resulting contract upon thirty (30) days' notice. If delivery requirements cannot be fulfilled by Bidder, the District retains the right to cancel the order and make such purchase on the open market.

SPECIFICATIONS FOR LIQUID CHLORINE

1. Liquid Chlorine supplied shall conform to all applicable American Water Works Association/American National Standards Institute/National Sanitation Foundation (AWWA/ANSI/NSF) Standards, latest revisions, including ANSI/AWWA Standard Number B301-2018 or newer, and NSF Standard 60.
2. The Liquid Chlorine supplied under this specification shall contain no soluble mineral or organic water in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been treated with the Liquid Chlorine.
3. The Liquid Chlorine supplied shall be dry chlorine. Moisture content shall not exceed 150 mg/l (0.015 percent) by weight.
4. The sum of all heavy metals present in the Liquid Chlorine shall not exceed 30 mg/l (0.003 percent) expressed by Lead.
5. Mercury shall not exceed 1 mg/l (0.0001 percent) reported as Mercury.
6. Arsenic shall not exceed 3 mg/l (0.0003 percent) reported as Metallic Arsenic.
7. The total non-volatile residue shall not exceed 50 mg/l (0.005 percent) by weight in Liquid Chlorine as loaded by the manufacturer into tank cars or chlorine tank trucks and shall not exceed 150 mg/l (0.015 percent) by weight in Liquid Chlorine as loaded into one (1) ton cylinders.
8. Carbon Tetrachloride shall not exceed 100 mg/l (0.010 percent) in the Liquid Chlorine supplied.
9. Trihalomethanes (THM) shall not exceed 300 mg/l (0.030 percent).
10. Liquid Chlorine supplied under this specification shall be 99.5 percent pure by volume, as a minimum, as determined by analyzing the chlorine using AWWA, ASTM, Food Chemical Codex or other approved methods.

NSF CERTIFICATION REQUIREMENT: The Awardee shall provide proof with its bid submittal that the Liquid Chlorine to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60.

CHLORINE CYLINDERS, PACKAGING AND VALVE RECONDITIONING REQUIREMENTS AND STANDARDS:

1. Contractor shall furnish one (1) ton cylinders in accordance with specifications of the state of Florida and US DOT for use in packaging, delivery, and furnishing of chlorine. All cylinders shall be tested and serviceable in accordance with standards, recommended practices and procedures of the Chlorine Institute's Manual, latest revision. All cylinder testing and certifications shall be labeled on the cylinders and test reports shall be provided, if requested.
2. Contractor shall, at a minimum, perform the following activities to assure safety, serviceability, and filling of the chlorine cylinders:
 - i. All cylinder valves shall be serviced in accordance with Chlorine Institute guidelines and procedural requirements before filling cylinders;
 - ii. All cylinder interiors must be visually inspected and cleaned in accordance with Chlorine Institute guidelines and procedural requirements. Loose scale shall be removed accordingly before the filling process;
 - iii. All cylinder exteriors should be cleaned, painted and free of excess paint scale build-up or rust;
 - iv. All cylinder valves must be removed prior to refilling and a new or rebuilt valve inserted, and must be able to be opened with reasonable ease using a standard chlorine valve wrench (3/8" square box wrench with an overall length no greater than 6", valves must not be misaligned and stems must not be loose;
 - v. All cylinders must be shipped with the valve protection covers secured;
 - vi. All chlorine must be filtered with a removal rating of 18 to 20 microns absolute; 5 microns nominal during packaging so as to prevent end-user system components issues; and
 - vii. Each cylinder shall be stamped or marked with current Tare Weight prior to filling.
3. Contractor must provide two (2) lead washers per cylinder. Lead washers must not be fixed to cylinders using wire cuts into the washer. Contractor must carry extra washers and have these available upon request.

OTHER SAFETY REQUIREMENTS: The Contractor must demonstrate, if requested by the District, an active chlorine safety program from plant facilities to delivery points including:

1. Cylinder Inspection Program;
2. Cylinder Valve Reconditioning Program;
3. Fusible Plug Replacement Program;
4. Chlorine leak emergency response team;
5. Driver training in safe chlorine handling procedures; and
6. Routine safety inspection of delivery truck.

BID FORM

Please Complete Base Bid and Alternate Bids.

Base Bid: 1 year contract at a firm, fixed price.

ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Liquid Chlorine (FOB)	Ton	100		
BID TOTAL (\$)				

_____ Dollars

(Total bid written in words)

Alternate Bid 1: 6-month contract at a firm, fixed price, with option to renew for a further 6 months.

ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Liquid Chlorine (FOB)	Ton	50		
BID TOTAL (\$)				

_____ Dollars

(Total bid written in words)

Name of Bidder's Company

Signature of Authorized Personnel

Print Name

Title

Date Submitted

ALTERNATE BID 2 IS ON THE FOLLOWING PAGE.

Alternate Bid 2: 4-month contract at a firm, fixed price, with option to renew for 2 x 4-month periods.

ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Liquid Chlorine (FOB)	Ton	34		
BID TOTAL (\$)				

_____ Dollars

(Total bid written in words)

Name of Bidder's Company _____

Signature of Authorized Personnel _____

Print Name _____

Title _____

Date Submitted _____

BID CHECKLIST

The undersigned, as Bidder declares that he/she has read the Bid Documents comprising of Request for Bids, Instructions to Bidders, Insurance Requirements, General Provisions, Technical Specifications, and other related documents included in this bid package for **RFB 2022-131 Supply of Liquid Chlorine**, and agrees to provide services as specified in the Bid Documents, in accordance to the price submitted in the Bid Form.

The Bid Documents, as listed above, are incorporated into the Bid Form and shall be defined as contract documents.

A) SUBMITTED DOCUMENTATION

Please indicate below, signed and completed documentation that have been included with your bid:

- ☐ Bid Form
- ☐ References List
- ☐ Conflict of Interest Form
- ☐ Non-Collusive Affidavit
- ☐ Drug Free Workplace Form
- ☐ Public Entity Crime Information Form
- ☐ Statement of Organization Form
(Bidder must submit proof that the company is authorized to conduct business in the State of Florida, and currently has an active status. Bidder shall submit Registration Certificate from the Florida Department of State, Division of Corporations, establishing you company as eligible to conduct business in the State of Florida. Please refer to www.sunbiz.org for more information. For companies registered outside of Florida, bidder must also submit proof that their firm name is registered with their state or origin.)
- ☐ Vendor's Certification for E-Verify System
- ☐ MSDS Sheet
- ☐ NSF Certification
- ☐ Proof of Insurance

B) **ADDENDUM ACKNOWLEDGMENT (IF APPLICABLE)**

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been incorporated into the Bid total.

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

C) **INSURANCE REQUIREMENTS**

The Bidder certifies that he/she has reviewed and is able to meet all the insurance requirements, and if awarded the Contract, will list the District as Additional Insured on the insurance certificate(s) per bid requirements and forward the insurance certificate(s) to Purchasing, before commencement of any work or within ten (10) days of Contract award, whichever is earlier.

D) REVIEW FOR ACCURACY

The Bidder also acknowledges that all prices have been reviewed for accuracy, all price corrections initialed, all price extensions and totals have been thoroughly examined. By signing this Bid Form, the Bidder guarantees that he/she will not withdraw the submitted bid for a period of ninety (90) days after the scheduled time for bid opening.

E) DECLARATION OF EXEMPTION FROM PUBLIC RECORD

In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replied received by an agency pursuant to a competitive solicitation are exempt from public record until such a time as the District provides notice of an intended decision or until thirty (30) days after opening the bids, whichever is earlier. Bid results will be posted on DemandStar, as well as on the District's website. No information regarding the submittal will be divulged over the phone.

Name of Bidder's Company: _____

Mailing Address: _____

Physical Address: _____

City & State: _____ Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Signature of Authorized Personnel: _____

Print Name: _____

Title: _____

Date: _____

PLEASE RETURN FORM IF SUBMITTING A BID.

REFERENCES/CLIENT LISTING: Provide five (5) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

1. Company/Entity Name: _____
Address: _____
City: _____ State _____ Zip Code _____
Name of Contact Person: _____ Title: _____
Telephone# _____ Fax: _____ E-Mail: _____
Contract Period: _____
Type of Service/Material Supplied: _____
Governmental or Private: _____ Dollar Value of Contract \$ _____

2. Company/Entity Name: _____
Address: _____
City: _____ State _____ Zip Code _____
Name of Contact Person: _____ Title: _____
Telephone# _____ Fax: _____ E-Mail: _____
Contract Period: _____
Type of Service/Material Supplied: _____
Governmental or Private: _____ Dollar Value of Contract \$ _____

3. Company/Entity Name: _____
Address: _____
City: _____ State _____ Zip Code _____
Name of Contact Person: _____ Title: _____
Telephone# _____ Fax: _____ E-Mail: _____
Contract Period: _____
Type of Service/Material Supplied: _____
Governmental or Private: _____ Dollar Value of Contract \$ _____

COMPANY NAME: _____

SIGNATURE: _____

4. Company/Entity Name: _____
Address: _____
City: _____ State _____ Zip Code _____
Name of Contact Person: _____ Title: _____
Telephone# _____ Fax: _____ E-Mail: _____
Contract Period: _____
Type of Service/Material Supplied: _____
Governmental or Private: _____ Dollar Value of Contract \$ _____

5. Company/Entity Name: _____
Address: _____
City: _____ State _____ Zip Code _____
Name of Contact Person: _____ Title: _____
Telephone# _____ Fax: _____ E-Mail: _____
Contract Period: _____
Type of Service/Material Supplied: _____
Governmental or Private: _____ Dollar Value of Contract \$ _____

COMPANY NAME: _____

SIGNATURE: _____

STATEMENT OF ORGANIZATION

Name of Business: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

Mailing Address (If applicable): _____

Phone: _____ Fax: _____

E-Mail: _____

Name/Title of person authorized to bind: _____

Signature: _____

Are you registered with the State of Florida Department of State? ☐ Yes or ☐ No

If yes, what is your document number? _____

Does your company currently have an active registration status? _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ who

☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit 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, for CATEGORY TWO for a period of thirty (36) months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent,
_____, located at _____

City: _____ State: _____ Zip Code: _____, have read and understand
the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S.
§287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

Signed, sealed and delivered this _____ day of _____, 200____.

By: _____

(Printed Name)

(Title)

State of Florida

County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who ☐ is
personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida
Print Name: _____
Commission No: _____

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ (Company Name), the Respondent that has submitted the attached reply;

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;

3. Such reply is genuine and is not a collusive or sham reply;

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any Respondent, firm, or person to fix the price or prices in the attached reply or of any other Respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 200____.

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who

☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

COMPANY NAME: _____

SIGNATURE: _____

DRUG FREE WORKPLACE FORM

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

(Company Name) does:

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.

1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. 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.
4. 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.
5. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

- ☐ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- ☐ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Authorized Personnel's Signature

Date

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the District either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

- ☐ I am an employee, public officer or advisory board member of the District
_____ (List Position Or Board)
- ☐ I am the spouse or child of an employee, public officer or advisory board member of the District
Name: _____
- ☐ An employee, public officer or advisory board member of the District, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- ☐ Respondent employs or contracts with an employee, public officer or advisory board member of the District
Name: _____
- ☐ None of The Above

PART II.

Are you going to request an advisory board member waiver?

- ☐ I will request an advisory board member waiver under §112.313(12)
- ☐ I will NOT request an advisory board member waiver under §112.313(12)
- ☐ N/A

The District shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Bidders whose conflicts are not waived or exempt.

COMPANY: _____

SIGNATURE OF AUTHORIZED PERSONNEL: _____

PRINT NAME: _____

POSITION: _____

DATE: _____

VENDOR CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF _____

COUNTY OF _____

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the Englewood Water District to provide labor, supplies, or services to the District in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify system of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the District.
3. If the Vendor becomes the successful contractor who enters into a contract with the District, then the Vendor will comply with the requirements of Section 448.095, Fla. State. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 U.S. Code, Section 1324(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the District's termination of the contract and other penalties as provided by law.

VENDOR: _____ (Vendor's Company Name)

_____ (Vendor Signature)

_____ (Printed Name)

_____ (Title)

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____ who

☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____