

**FIRST AMENDMENT
OF A FIXED UNIT PRICE AGREEMENT**

THIS AGREEMENT is made as of the 26th day of August 2019, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ALLIED UNIVERSAL CORPORATION** whose address is 3901 N.W. 115 Avenue, Miami, FL 33178 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on February 12, 2018, the CITY and CONTRACTOR entered into a unit price supply agreement whereby the CONTRACTOR agreed to provide Chlorine Gas products to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, the parties wish to extend the term of the Agreement and have entered into this Amendment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

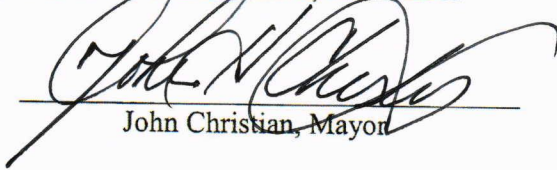
1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** The parties agree to amend the agreement as follows:
 - a. The term of the Agreement is extended through September 30, 2021.
 - b. The parties agree to revise the unit pricing to reflect an increase as detailed in Attachment 'A'
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and CONTRACTOR other than as defined above.
4. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

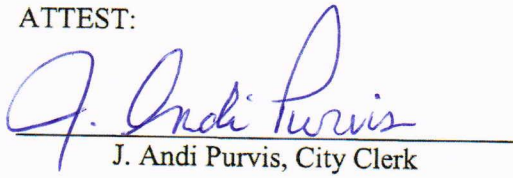


IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

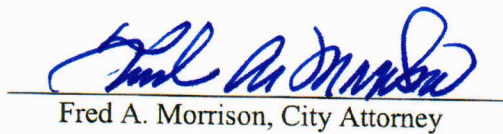
CITY OF LEESBURG, FLORIDA


John Christian, Mayor


ATTEST:


J. Andi Purvis, City Clerk

Approved as to form:


Fred A. Morrison, City Attorney

ALLIED UNIVERSAL CORPORATION

By: 

Printed: John Purvis

Its: President / CEO
(Title)



ATTACHMENT 'A'

Revised Unit Pricing – Reflects an increase to original contract pricing.

Item No.	Item Description	Estimated Quantity	Unit Price
1	CHLORINE GAS 150 lb. Bottles	43	\$89.00
2	CHLORINE GAS 2,000 lb. Cylinders	48	\$653.80

[Rest of the page intentionally left blank.]



RESOLUTION NO. 10,486

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAJOR AND CITY
CLERK TO EXECUTE AMENDMENT ONE TO AN EXISTING
AGREEMENT EXTENDING THE TERM OF THE
AGREEMENT WITH ALLIED UNIVERSAL CORPORATION
FOR CHLORINE GAS PRODUCTS; AND PROVIDING AN
EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

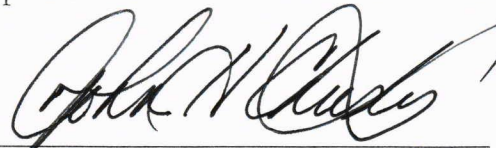
THAT the Mayor and City Clerk are hereby authorized to execute an Amendment
One to an existing agreement with Allied Universal whose address is 3901 NW 115th Avenue,
Miami, Florida 33178, for chlorine gas used in water and waste water treatment.

THAT all future expenditures for commodities (goods & services) ordered under
this Agreement are approved provided Commission has appropriated funds in the applicable
fiscal year. Should the department fail to budget funds for orders under this Agreement or
purchases exceed the appropriated funds, commission approval for any orders will be
required.

THAT the Amendment extends the term of the existing Agreement through
September 30, 2021.

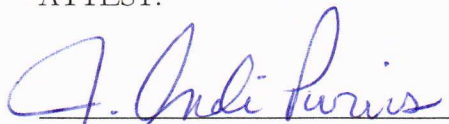
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg,
Florida, at a regular meeting held the 9th day of September 2019.



John Christian, Mayor

ATTEST:



City Clerk

FIXED UNIT PRICE AGREEMENT

THIS AGREEMENT is made as of the 12th day of February in the year 2018, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ALLIED UNIVERSAL CORPORATION** whose address is 3901 NW 115th Avenue, Miami, Florida 33178 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 180141 – Purchase of Chlorine Gas – Annual Requirements in its entirety; and
- c. The CONTRACTOR'S response to IFB 180141 submitted January 16, 2018.

2. **Supplies or Services.** The CONTRACTOR shall furnish Chlorine Gas Products to the CITY as listed in the Contract Documents and as described in ATTACHMENT 'A'. The unit costs of the supplies shall not exceed those stated in ATTACHMENT 'A' except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for the same or similar work.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY'S representative.

4. **Term of Agreement.** The Initial Term of this Agreement shall commence on the date stated in the preamble to this Agreement and be effective through September 30, 2019. Agreement may be renewed for no more than two (2) additional years, if mutually acceptable by both parties and approved by the Leesburg City Commission.

5. **Non-appropriation.** The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay

its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- (a) A non-appropriation has occurred, and
- (b) The CITY has provided the CONTRACTOR with written notice of termination of less than fifteen (15) days before the proposed termination date.
- (c) In the event of any termination, the CONTRACTOR shall be paid for all services rendered and expenses incurred to the effective date of the termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

Upon the occurrence of such non-appropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

6. **Payment.** All invoices shall contain the purchase order number, date and location of delivery and confirmation of acceptance of the goods or services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

7. **Firm Fixed Price Period.** All Pricing will be firm and fixed through the Initial Term of the Agreement. Following the firm fixed price period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

8. **Cost Adjustment.** Pricing for terms beyond the Initial Terms and shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less. The latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to September 30th of each year compared to the index for the same month twelve (12) months prior.

The CONTRACTOR is responsible for submitting any request for price increase. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the end of any fiscal year, currently September 30th of each year. Should the CONTRACTOR not request a price increase prior to the sixty (60) day period the prices in effect at that time will remain in effect for the next twelve (12) month period of the contract. Any approved cost adjustment shall become effective October 1st. In the event the CPI or industry costs decline, the CITY shall have the right to receive, from the CONTRACTOR, a reasonable reduction in costs that reflect such cost changes in the industry. The CITY may, after examination, refuse to accept

the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement can be cancelled by the CITY upon giving thirty (30) days written notice to the CONTRACTOR

9. **Termination of Agreement**

- a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.
- b. **For Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show clause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

10. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

11. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.

- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Mike Thornton, Purchasing Manager

P.O. Box 490630

Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).
 - i. **Comprehensive General Liability.** The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and

personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).

For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.

- ii. **Business Automobile Liability.** The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- iii. **Worker's Compensation.** The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease. CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

13. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or

any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

14. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

15. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

16. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this 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 CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

17. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

18. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

19. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

20. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

21. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

22. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

23. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

24. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be CHRISTHIANNA MUNGUA, Bid Coordinator. The primary contact person under this Agreement for the CITY shall be AL PURVIS, Chief Operator – Public Works/Water Treatment.

25. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

26. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid

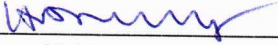
signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

27. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

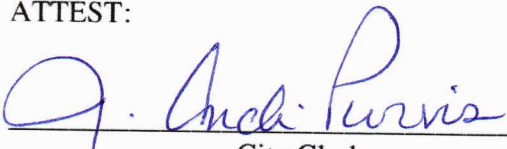
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to this Agreement.

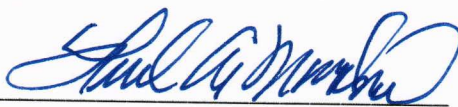
THE CITY OF LEESBURG, FLORIDA

By: 
H.D. Robuck, III, Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

ALLIED UNIVERSAL CORPORATION

By: 
signed via SeamlessDoc.com
Key: 953a4025b0819281974387a20275dd

Printed: Cristhianne Munguia

Its: Bid Coordinatoir
(Title)

ATTACHMENT 'A'

Item No.	Item Description	Estimated Quantity (per year)	Unit Price
1	CHLORINE GAS 150 lb. Bottles	43	\$84.00
2	CHLORINE GAS 2,000 lb. Cylinders (1-ton)	48	\$568.00

[Rest of page intentionally left blank.]

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A FIXED UNIT PRICE AGREEMENT
WITH ALLIED UNIVERSAL CORPORATION FOR CHLORINE
GAS PRODUCTS; AND PROVIDING AN EFFECTIVE DATE.**

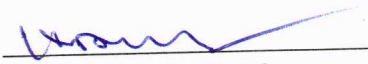
**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with ALLIED UNIVERSAL CORPORATION whose address is 3901 NW 115th Avenue, Miami, Florida 33178 (email: bids@allieduniversal.com), for chlorine gas products pursuant to Invitation for Bid 180141.

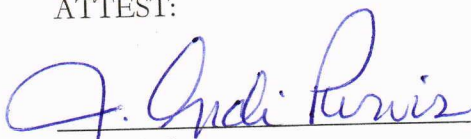
THAT all future expenditures for goods ordered under this agreement are approved provided Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this agreement or purchases exceed the appropriated funds, commission approval for any orders will be required.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 12th day of February 2018.


H.D. Robuck, III, Mayor

ATTEST:


City Clerk



CITY OF LEESBURG FLORIDA

INVITATION FOR BID (IFB)

IFB TITLE:	PURCHASE OF CHLORINE GAS - ANNUAL REQUIREMENTS				
IFB Number:	<u>180141</u>	Contracting Buyer:	<u>Lisa Wolfkill</u>		
Bid Due Date:	<u>January 16, 2018</u>	Pre-Bid Meeting:	<u>NONE</u>		
Bid Due Time:	<u>2:00 P.M.</u>	Issue Date:	<u>January 3, 2018</u>		
Brief Description / Purpose					
INVITATION FOR BID No. 180141 City of Leesburg, Florida					
<p>The City of Leesburg, Florida invites bid responses for Chlorine Gas products. The City intends to award a multi-year fixed unit price contract. Details and specifications are outlined within this Invitation for Bid Document.</p> <p>Sealed bids will be received at the Purchasing Office located at 204 N. 5th Street, Leesburg, Florida 34748. Bidders may also submit a response to this IFB electronically at www.vendorregistry.com no later than the appointed due date and time or as revised by any addenda.</p> <p>A copy of this Invitation for Bid may be obtained by e-mailing a request to purch@leesburgflorida.gov or by calling (352)728-9880.</p> <p>Publish: Vendor Registry</p>					
ACCEPTABLE METHOD OF BID SUBMISSION					
YES	Electronic: Vendor Registry	YES	Sealed Bid	NO	Email Submission
Solicitation Package Distribution					
<p>The City of Leesburg utilizes Vendor Registry (www.vendorregistry.com) as the ONLY official on-line bid management system to distribute solicitations, addenda and answers to questions. Solicitation information obtained from other sources may not be current or accurate and should not be relied on for submitting a response to a solicitation.</p> <p>There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.leesburgflorida.gov/purchasing/bids.aspx for further information.</p> <p>Vendors are strongly encouraged to register (at no cost) with Vendor Registry to download solicitation documents. Should time not permit you to complete the registration process please contact the Purchasing Division at (352)728-9880 or by email at purch@leesburgflorida.gov to obtain a solicitation document(s).</p>					

SECTION 1 – SPECIAL TERMS & CONDITIONS

ST-1. **PURPOSE**

The City of Leesburg, Florida is inviting bids from vendors to provide Chlorine Gas in accordance with this Solicitation.

ST-2. **QUESTIONS, INFORMATION or CLARIFICATION**

ALL questions regarding this solicitation, including technical specifications or scope of work, shall be submitted in writing to the Designated Procurement Representative. To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.

- a. Bidders are encouraged to use the question/answer feature of Vendor Registry for the submission of questions and requests for information. Should that not be possible, questions relative to interpretation of specifications, scope of services or the submittal process shall be addressed in writing to the Designated Procurement Representative at **purch@leesburgflorida.gov**.
- b. The deadline for questions is seven (7) business days prior to the solicitation due date. Does not include the day the solicitations are due.
- c. Any interpretation made to Bidders shall be expressed in the form of a written Addendum to the solicitation. Which, if issued, will be made available to all prospective Bidders no later than the three (3) business days immediately before the solicitation due date. Does not include the day the solicitations are due.
- d. Inquiries received after the deadline for questions may not be given any consideration at the discretion of the Purchasing Manager.
- e. It will be the responsibility of the Bidders to contact the Purchasing Division prior to submitting bids to ascertain if any addenda have been issued, to obtain all such addenda, incorporate addenda in their bid response and acknowledge said addenda on the appropriate form.

ST-3. **ELIGIBILITY**

Responses will only be considered from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services requested in this solicitation. The City may request vendors not known to them to provide verifiable evidence they are regularly engaged in providing or distributing the goods and/or performing the services being requested. Such evidence will be provided within 24-hours of the request for such evidence. The City may further request verifiable business references. Should the City be unsuccessful in verifying the business references or receive negative feedback the vendor will be deemed non-responsive and will not be considered for award. The City will be the sole determinant as to whether an award will be made to a vendor that has not previously conducted business with the City.

It is strongly suggested that vendors not having a past business relationship with the City provide their evidence of experience and business references with their bid response.

ST-4. DESIGNATED PROCUREMENT REPRESENTATIVE

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid opening date.

Lisa Wolfkill, Purchasing Representative
City of Leesburg | Purchasing Department
204 N. 5th Street, Leesburg, FL 34748
Phone: 352-728-9880 | E-mail: purch@leesburgflorida.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Purchasing Division for the City of Leesburg.

ST-5. RESTRICTED DISCUSSIONS

From the date of issuance of this solicitation until final City action, vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

ST-6. METHOD OF SOLICITATION RESPONSE

The Procurement Division shall receive responses to this Invitation for Bid by the methods listed here no later than the due date and time established within the solicitation. Bid responses will not be accepted by any other means.

a. ELECTRONIC SUBMISSIONS

Upload completed Bid Forms using the City's online bid management system Vendor Registry. **Vendors must have an established account in advance of uploading bid submissions.**

b. DELIVERED SUBMISSIONS

Deliver physical hardcopy submissions to:

City of Leesburg
Procurement Division
204 N. 5th Street
Leesburg, Florida 34748

Allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid is securely sealed in an opaque envelope/package to provide confidentiality of the bid prior to the solicitation closing.

ST-7. COMPLETION REQUIREMENTS FOR SUBMISSIONS

Complete all forms and Item Bid Schedule. One (1) original of all forms and Item Bid Schedule must be submitted by the vendor using a listed acceptable Method of Solicitation Response no later than the appointed due date and time. Any submission not in possession of the City by the appointed due date and time shall be deemed non-responsive and shall not be considered for award. The City is not liable or responsible for any costs incurred by any Bidder in responding to this IFB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the City and are agreeing to all of the terms and conditions in this Invitation for Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the City may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid or proposal must initial the change. The bid shall be manually signed by an official authorized to legally bind the Bidder to its provisions.

Specific Completion Directions - Pricing shall be completed using the provided Schedule of Bid Items in the Forms Section of this solicitation.

ST-8. BID OPENING

There will NOT be a public bid opening. The Procurement Division shall prepare a Detailed Bid Tabulation and distribute to all bidders no later than 48 hours after the bid due date and time. Bids will be available for inspection in the Purchasing Division during normal business hours 30 days after the official bid opening date or after City issues a 'Notice of Recommendation of Award', whichever occurs first.

ST-9. LOCAL VENDOR PREFERENCE

(Applicable to projects whose cost is \$25,000 or greater.)

The City of Leesburg applies a Local Vendor Preference (LVP) for the purchase of personal property, general services, and professional services where the total purchase cost is \$25,000 and greater by means of competitive bid, request for proposals, qualifications or other submittals and competitive negotiation and selection. Except where federal or state law/requirements mandate to the contrary, preference shall be given to Local Vendors in the following manner:

- a. **“Tier I Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services from the City of Leesburg.
 - i. **Tier I Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier I Local Vendor in the amount of five percent (5%) of the bid price or \$25,000, whichever is less.
- b. **“Tier II Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
 - i. **Tier II Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier II Local Vendor in the amount of two percent (2%) of the bid price or \$10,000, whichever is less.

The Local Vendor preference will be applied only to the items/amount used for purposes of bid evaluation and determining award.

Bidders wanting a copy of the entire policy can receive one by making a request by e-mail to purch@leesburgflorida.gov or by calling the purchasing office at (352) 728-9880.

ST-10. TIE BIDS

If any of the responsive low bids received are for the same total amount being used as the basis for award, the Recommendation of Intent to Award shall be determined as follows:

If the City's Local Vendor Preference Policy is applicable to the solicitation:

- Tier One (1) local bidder; or
- If more than one Tier One local bidder then, to the bidder whose place of business is closest to Leesburg City Hall, 501 W. Meadow Street, Leesburg, FL 34748 "as the crow flies". The City shall use the City GIS mapping system to measure straight line distance between City Hall and the bidders place of business; or
- Tier Two local bidder; or
- If more than one Tier Two local bidder, then to the bidder whose place of business is closest to Leesburg City Hall, 501 W. Meadow Street, Leesburg, FL 34748 "as the crow flies". The City shall use the City GIS mapping system to measure straight line distance between City Hall and the bidders place of business.

If no tied low bidder qualifies for either Tier One or Tier Two then:

- The bidder whose place of business is located within the boundaries of Lake County, Florida.

Should application of the previously listed methods not result in breaking the tie, then the tie shall be broken by drawing lots in public. The Purchasing Manager shall draw lots with at least 3 witnesses present. The business name of each of the tied low bidders shall be written on the back of the Purchasing Managers business card. Cards shall be placed into an opaque container and one card shall be drawn by the Purchasing Manager.

If the City's Local Vendor Preference Policy is not applicable to the solicitation:

- The tie shall be broken by drawing lots in public. The Purchasing Manager shall draw lots with at least 3 witnesses present. The business name of each of the tied low bidders shall be written on the back of the Purchasing Managers business card. Cards shall be placed into an opaque container and one card shall be drawn by the Purchasing Manager.

The Leesburg City Commission shall have final approval of any award under this Solicitation.

ST-11. SHIPPING TERMS

Shipping terms shall be F.O.B. Destination – Leesburg, Florida. Title for each item will pass from the vendor to the City only after the City receives AND accepts each item. Delivery will not be complete until the City has accepted each item. Delivery to a common carrier shall not constitute delivery to the City. Any transportation dispute shall be between the

contractor and the carrier. The City will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Leesburg, Florida.

ST-12. METHOD OF AWARD

To a single vendor in the aggregate. Recommendation of Award will be to the responsible bidder submitting the lowest responsive bid and holding the necessary licenses, certifications and experience. Determination of low bid amount will be made using the total bid for the Base Bid Items only and will not consider additional contract items. Local Vendor Preference will be considered when applicable in determining the low bid amount.

ST-13. TERM OF CONTRACT

The City seeks a firm-fixed price from the date of contract execution through **September 30, 2019**. Prices shall remain firm for all orders placed during the term of the contract; price escalation may be allowed only in accordance with the Cost Adjustments provision.

ST-14. OPTION TO RENEW

The City may renew the agreement for no more than an additional two (2) years if mutually agreed upon by the Supplier and the City.

ST-15. COST ADJUSTMENTS

Unit prices shall be firm and fixed through September 30, 2019, the Initial Term of the contract.

A requested Cost Adjustment for any extension term shall use the Producer Price Index (PPI) WPU061303 for Chemicals and Allied products: Alkalies and Chlorine, Including Natural Sodium Carbonate and Sulfate as published by the Bureau of Labor Statistics, U.S. Department of Labor.

The increase, or decrease in the PPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the Initial Term. Any approved cost adjustment shall become effective for any orders placed on or after the first day of the extension term.

In the event the PPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in cost that reflects such changes in the PPI.

The cost for all items as bid herein shall remain firm through the Initial Term of the contract. Costs for and any extension term(s) shall be subject to an adjustment only if increases or decreases occur in the PPI. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5%.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, the requested increase is considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted

costs and the matter cannot be resolved to the satisfaction of the City, the contract shall not be renewed.

ST-16. METHOD OF PAYMENT

- i. All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative.
- ii. Failure to submit invoices in the prescribed manner will delay payment.
- iii. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.
- iv. The project is considered a construction project and retainage may be withheld according to State of Florida Statute.

ST-17. ACCEPTANCE OF GOODS OR SERVICES

The goods delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the City and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the City reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the City under this clause. The City will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the City on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the City in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the City for any contract or financial obligation.

This project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

ST-18. LIMITATION OF OPERATIONS

Deliveries shall be made Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M., except on those days that are observed as holidays by the City. The City of Leesburg will not incur any additional cost for deliveries outside the normal delivery hours.

ST-19. RISK OF LOSS

The vendor shall indemnify and hold the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of any subsequent contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

ST-20. UTILIZATION BY OTHER AGENCIES

While this IFB is prepared on behalf of the City of Leesburg, it is intended to apply for the benefit of governmental agencies/jurisdictions/entities as though they were expressly named throughout the document. Each agency/jurisdiction/entity may purchase from the awarded Contractor under the same terms and conditions of the contract with the City of Leesburg, in accordance with each agencies/jurisdictions/entities respective laws and regulations. Using agencies shall be responsible for their product ordering and payment of invoices.

[END OF SECTION]

SECTION 2 – TECHNICAL SPECIFICATIONS

SW-1. REQUIREMENTS CONTRACT FOR GAS CHLORINE

It is the intent of this solicitation to obtain bids for furnishing GASEOUS CHLORINE (LIQUID ANHYDROUS Cl₂). The supplies to be furnished in accordance with the contract resulting from this solicitation shall be completely suitable for the operational use of the City's Water and Wastewater Utilities.

SW-2. DELIVERY LOCATIONS

Main Water Treatment Facility

223 South 5th Street
Leesburg, FL 34748
Estimated Annual Use: 43 Bottles (150-lbs.)

Turnpike Wastewater Treatment Facility

1600 County Road 470
Okahumpka, FL 34762
Estimated Annual Use: 48 Cylinders (2,000-lbs.)

SW-3. SPECIFICATIONS – GAS CHLORINE (Liquid Anhydrous Cl₂)

- 3.1. Designed and suitable for disinfecting potable water and wastewater effluent.
- 3.2. 100% active chlorine.
- 3.3. All cylinder valves must be capable of being opened with reasonable ease using a standard valve wrench not greater than six (6) inches in length.
- 3.4. All cylinders must be shipped with valve covers in place, adequate to protect both the valve threads and valve body.
- 3.5. Valve caps will be hand tightened only.
- 3.6. The outside of cylinders must be painted and will be adequately maintained (free of rust, dirt and other foreign material).
- 3.7. After refilling the cylinder, there shall be a quarantine period of 24 hours in case of leakage.
- 3.8. All cylinders are to be tested to ensure conformance with all federal, state and local rules and regulations.
- 3.9. Chlorine Gas Minimum Properties:
 - 3.9.1. pH: 6.
 - 3.9.2. Physical state in shipping containers. Liquefied gas under pressure.
 - 3.9.3. Boiling point (1 atoms) -29.3° (-34.0° C).
 - 3.9.4. Melting point -149.8° (-101° C).
 - 3.9.5. Vapor pressure (PSIG @ 60° F) 71.
 - 3.9.6. Color: Gas - Greenish Yellow; Liquid - Amber.

SW-4. QUANTITY

Estimated – 200 each - 150 lb. bottles & 40 each – 2000 lb. cylinders annually. The quantities indicated are estimates for bidding purposes only. They are not to be

construed as the minimum or maximum quantities the City is obligated or limited to purchase.

SW-5. CONTAINER MARKING

Contractor shall supply legible identification numbers on all cylinders.

SW-6. SAFETY

- 6.1. Contractor must meet or exceed all requirements of the: Federal Occupational and Safety Health Act (OSHA) of 1970 and current amendments thereto for all phases of operation, protection, maintenance and handling; Department of Transportation (ICC) Regulations for Storage and Transportation; and State of Florida Regulations for Sewer/Water Treatment Plant and SAF Regulations.
- 6.2. Material Safety Data Sheet - In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), the contractor shall furnish a Material Safety Data Sheet (MSDS) with the initial delivery (one-time basis). The MSDS must include the following information:
 - 6.2.1. The chemical and common names of the toxic substance;
 - 6.2.2. The hazards of risks in the use of the toxic substance;
 - 6.2.3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the toxic substance;
 - 6.2.4. The emergency procedure for spills, fire disposal and first aid.
 - 6.2.5. A description (in lay terms) of the known specific potential health risks posed by the toxic substance;
 - 6.2.6. The year and month (if available) the MSDS information was compiled and the name, address, and emergency telephone number of the manufacture responsible for preparing the information.
 - 6.2.7. Written certification that any MSDS so provided is current, accurate, complete, and in full compliance with the law. The parties hereby stipulate that, as between them, the foregoing matters are important and material and that any breach of the terms of this provision is a material breach of this contract.
- 6.3. Emergency Contact - Contractor must provide a contact person and a telephone number for emergency response on a 24-hour basis.
- 6.4. Contractor is responsible for complying with all federal, state and local laws concerning fulfilling its obligations for manufacture and delivery of chlorine.
- 6.5. Contractor must deliver ordered product(s) no later than four (4) working days from receipt of an order.
 - 6.5.1. Should there be any delays in delivery Contractor shall immediately notify the City of the delay upon becoming aware Contractor cannot delivery within the four (4) day time.

SW-7. SPECIAL CONDITIONS: WATER/WASTEWATER TREATMENT CHEMICALS

- 7.1. The successful Contractor shall promptly enter into a Requirements Type Contract with the City of Leesburg, Florida upon notice of award selection. On Requirements bids, contract award shall bind the City and authorized municipal agencies to pay for, at unit bid prices, only quantities order and satisfactorily delivered. All stated quantities are estimated requirements for the City and do not constitute a maximum or minimum.
- 7.2. Delivery Orders against the contract shall be placed with the contractor in the form of a Purchase Order. Prices shall remain firm for all orders placed during the term of the contract; price escalation may be allowed only in accordance with the Cost Adjustments provision of the Contract.
 - 7.2.1. Ordinarily, orders will be placed at approximately 45-day intervals throughout the contract period.
 - 7.2.2. Delivery hours are 08:00 AM to 2:00 PM, Monday through Friday. No deliveries shall be accepted on weekends or City Holidays, unless otherwise arranged by an individual Agency.
 - 7.2.3. The successful Contractor shall have a local calling number or a toll free number for order placement. The Contractor shall bear responsibility for timely delivery and safety during delivery.
- 7.3. All unit prices must include inside delivery, FOB – Destination, with all transportation and unloading charges included. Price changes, fuel surcharges, insurance surcharges, and any other add on charges not included in the unit bid prices will not be considered.
- 7.4. All Federal, State, and local Safety Ordinances and Regulations governing manufacture, transportation, and delivery of the product must be followed at all times. All delivery tickets and invoices shall state description of product and amount delivered.
 - 7.4.1. If the material delivered fails to meet specifications, it shall be the responsibility of the Contractor to remove any material and any contaminated material from tanks, clean same, replace product with a suitable grade, and be held responsible for all charges including equipment repairs if they are necessary. The City shall have products analyzed if the need arises and reserves the right to cancel the orders when the product furnished does not meet the specifications of the analysis.
- 7.5. The contract and Purchase Orders may be canceled, if the successful Contractor fails to comply with any or all terms and conditions of the contract.

- 7.6. The Contractor shall be required to clean up any spillage during delivery within FOUR (4) HOURS from the time of spillage. It shall be the responsibility of the Contractor to notify the proper regulatory agencies and take immediate containment measures in the event of a spill. Failure to do so within the specified time may result in the City contracting with another source for such remedial cleaning and deduct cost of the services from invoices. No such action will be taken without prior notification to the Contractor and allowing reasonable time, as determined by the City, to comply. Further, the Contractor shall be responsible for restoration of the premises to their original condition by the replacement of soil, shrubs, grass or things that may be damaged by such spillage.
- 7.7. All empty cylinders and pallets shall be picked-up by the vendor on subsequent deliveries. **DEPOSIT CHARGES FOR CYLINDERS AND PALLETTS WILL NOT BE ALLOWED.** The Contractor shall track the quantities of cylinders and pallets delivered and returned on the individual packing slips for each delivery. At the end of the contract term an adjustment may be made, if necessary, for the reasonable cost of any cylinders or pallets due the Contractor that cannot be accounted for and/or made available for the vendor to pick-up.
- 7.8. Contractor shall provide safety training related to the product and safe handling of the product(s) purchased when requested by the City. Upon request, Contractor shall provide a list of staff trainers, along with a listing of available training and safety literature.
- 7.9. Submission of a bid constitutes a representation on behalf of the Bidder that all requirements of these specifications have been reviewed, considered, and understood. All requirements of these bidding documents must be met unless the bidder specifically makes an exception in writing. Any and all exceptions must accompany the bid. Exceptions must be accepted in writing by the City.
- SW-8. **PERMITS AND FEES**
The successful contractor is responsible for determining the need for any and all permits and payment of those fees.

[END OF SECTION]

SECTION 3 - GENERAL TERMS AND CONDITIONS

GT-1. DEFINITIONS

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer or Response:** Shall refer to any bid, offer or response submitted in regard to this Invitation for Bid that if accepted would bind the Bidder to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **City:** Shall refer to City of Leesburg, Florida.
- 1.5. **Contract Documents – Purchase of Goods:** The agreement to provide the goods set forth in this solicitation. The contract will be comprised of the solicitation document signed by the Bidder with any addenda and other attachments specifically incorporated and a City purchase order.
- 1.6. **Seller:** The Bidder to whom award has been made.
- 1.7. **Interested Party:** The terms defined under Bidder may be used interchangeably in this document. Each reference when used refers to any entity that is participating or is interested in participating in this solicitation.
- 1.8. **In Writing:** Unless otherwise designated 'In Writing' includes submitting documents or questions through the electronic bid system, *Vendor Registry*, currently used by the City.
- 1.9. **Invitation for Bid (IFB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective Bidders and to solicit bids from them.
- 1.10. **Language:** The City has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient Bid is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.11. **Modification:** A written change to the terms of a contract.
- 1.12. **Official Purchasing Time:** The Official Purchasing Time shall be that time reflected on the digital clock located in the Purchasing Office and labeled 'Official Purchasing Time'. This clock shall be used for all time deadlines related to City purchasing solicitations.
- 1.13. **Responsible:** Refers to a Bidder that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.14. **Responsive:** Refers to a Bidder that has taken no significant exception or deviation from the terms, conditions, and specifications set forth in a Solicitation. Their bid, offer or response conforms to the instructions and format specified in the solicitation document. Bidder has provided all requested and required information.
- 1.15. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or responses from interested parties.

GT-2. INSTRUCTIONS TO RESPONDENTS

- 2.1. **Addenda** – The Purchasing Division may issue an addendum in response to any inquiry received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to submit with its offer a signed "Acknowledgement of Addenda" when any addenda have been issued. Failure to acknowledge each addendum may prevent the offer from being considered for award.
- 2.2. **Respondent Eligibility** – It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:
 - 2.2.1. Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
 - 2.2.2. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
 - 2.2.3. Be able to comply with the required or proposed delivery or performance schedule;

- 2.2.4. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
 - 2.2.5. Have a satisfactory record of integrity and business ethics; and
 - 2.2.6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - 2.3. **Contents of Solicitation and Bidder Responsibilities** – It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.
 - 2.4. **Restricted Discussions** – From the date of issuance of this solicitation until final City action (solicitation award or contract execution), vendors shall NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the Designated Procurement Representative. The only communications that shall be considered pertinent to this solicitation are written documents from a Bidder to the designated procurement representative, or Purchasing Division, and any relevant written document promulgated by the designated procurement representative.
 - 2.5. **Request for Additional Information/Question** – Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Designated Procurement Representative identified in the solicitation no later than **SEVEN (7) CALENDAR DAYS** prior to the appointed bid due date. Oral answers will not be authoritative.
 - 2.6. **Questions Regarding Specifications or Bid Submittal Process** – To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action, solicitation award or contract execution. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation using the methods detailed here.
 - 2.6.1. Bidders are encouraged to submit their questions electronically through *Vendor Registry*. If this is not possible questions may be submitted via e-mail to purch@leesburgflorida.gov. You must reference the solicitation number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the time and date indicated on the summary sheet.
 - 2.6.2. All questions relative to interpretation of specifications, scope of services or the qualifications submittal process shall be addressed **in writing**
 - 2.6.3. Any interpretation made to potential Bidders will be expressed in the form of an addendum to the solicitation which, if issued, will be made available to all prospective Bidders no later than **THREE (3) BUSINESS DAYS** before the solicitation due date.
 - 2.6.4. It will be the responsibility of the Bidders to contact the Purchasing Division prior to submitting their bid(s) to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the submittal.
- GT-3. **Award** – Award may be made to the source which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of the solicitation as deemed in its best interest. The City will be the sole judge of its best interest.
- GT-4. **Assignment** – The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.
- GT-5. **Basis for Bidding** – The total amount bid shall be based on unit prices and/or lump sum(s) according to the Schedule of Bid items form for the solicitation. Any quantities shown in the Schedule of Bid Items are estimates for the purpose of arriving at a total bid price for the comparison of Bids.

- GT-6. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- GT-7. **City is Tax Exempt** – The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The City will provide an exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.
- GT-8. **Collusion Among Firms** – Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- GT-9. **Conflict of Interest** – The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondents firm or any of its branches.
- GT-10. **Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work/Scope of Services/Specifications, the Schedule of Bid Items/Forms Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items/Forms Section, the Statement of Work/Scope of Services/Specifications, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
- GT-11. **Cost of Preparing Proposal** – All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Leesburg will not reimburse any Bidder for any such costs. This shall include any costs incurred for equipment and product demonstrations, on-site or other locations.
- GT-12. **Copeland "Anti-Kickback" Act** – The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- GT-13. **Disputes** – In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.
- GT-14. **Governing Law/Jurisdiction** – The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
- GT-15. **Inspection and Acceptance of Equipment** – The equipment provided under any contract awarded in accordance with this solicitation shall remain the property of the Seller until a physical inspection of the equipment is made and thereafter accepted to the satisfaction of the City. Seller must also provide all documentation required and documents required for the City to title and license for use any equipment when applicable. Equipment must comply with all the terms herein. In the event the equipment supplied to the City is found to be defective or does

not conform to the specifications, the City reserves the right to cancel the order upon written notice to the Seller. Equipment shall be returned to the Seller at the Seller's expense. The City may take up to 15 days to complete their inspection of the equipment. The inspection period will be used to determine if the equipment meets the specifications requested and is fit for its intended use. Payment will be authorized upon final acceptance.

GT-16.**Late Bids** – Bid responses are due no later than the due date and time designated in the solicitation document or as amended by any addenda issued. The "local atomic time" as displayed on the "atomic clock" in the Purchasing Office is the Official Time. Bids not in possession of City by the due date and time shall be deemed late and shall not be considered for award. Late Bids delivered by third-party couriers will be retained, not returned, by the City in accordance with State of Florida Public Records Laws but shall not be considered for award. Late Bids will not be included on the Preliminary Bid Tabulation or the Final Detailed Bid Tabulation. Late bids delivered by the Bidder shall be refused by Purchasing staff at the time of delivery.

GT-17.**Liability** – The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Contract which may result from award of this solicitation.

GT-18.**Other Agencies** – With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name, delivery locations and legal jurisdiction.

GT-19.**Price Bid** – The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for **SIXTY (60) CALENDAR DAYS** after the solicitation due date, unless stated differently in another Section of this solicitation. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence. The City shall recalculate a revised extended cost and make not on the Final Detailed Bid Tabulation.

GT-20.**Prompt Payment** – It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Prompt Payment shall be made only from a proper and correct invoice provided by the Vendor to the City's Billing Address of Accounts Payable, PO Box 490630, Leesburg, Florida 34749-0630.

GT-21.**Protests** – Protests must be submitted in writing to the Purchasing Manager at 204 N. 5th Street, Leesburg, FL 32748 no later than **THREE (3) BUSINESS DAYS** after the day the Notice of Recommendation to Award is published on Vendor Registry (www.vendorregistry.com). The written protest must specifically state the reason for the protest, exactly what is being protested and state the desired resolution. Protests received after the deadline shall not be considered. The Purchasing Manager will respond to protests no later than **SEVEN (7) BUSINESS DAYS** from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Division shall be final.

GT-22.**Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses 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 (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

GT-23.**Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses and all procurement business conducted by the City.

GT-24.**Qualifications of Respondents** – The City of Leesburg reserves the right before awarding the Bid, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder.

- 24.1. The respondent is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- 24.2. Any Bidder may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to provide the equipment or goods in a satisfactory manner and within the time specified.
- 24.3. Bidders must possess any and all required licenses to provide the equipment or goods for this solicitation. The Bidder must hold any required licenses at the time of submitting their bid.
- GT-25. **Quantities** – The City reserves the right to adjust quantities stated in this solicitation. Available funding versus prices bid may affect actual quantities ordered. The City may choose to increase or decrease quantities stated in the documents depending on the circumstance. The City is not obligated to place any order for a given amount subsequent to the award of this solicitation. The City may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the City be liable for payments in excess of the amount due for quantities of goods or services actually ordered.
- GT-26. **Registration** – Any vendor being recommended for an award or purchase from this solicitation is required to register with the City's on-line vendor management system. That on-line system is powered by Vendor Registry and can be accessed by navigating to www.leesburgflorida.gov/purchasing and select the Vendor Registry icon. There is no cost to register. Following issuance of the Notice of Recommendation for Award (NORA), the recommended vendor will be provided instructions on how to register with Vendor Registry. Registration must be completed prior to any work or purchases be made under the Contract.
- GT-27. **Responsiveness** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any bid which fails to conform to the solicitation's essential requirements may be rejected. Any Bid which fails to include the requested information and provided on the forms provided by the City may be considered non-responsive and disqualified from consideration for award. The City shall notify any Bidder in writing whose Bid has been deemed non-responsive.
- GT-28. **Right to Accept or Reject Bids** – Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see the solicitation Definitions).
- GT-29. **Rules, Regulations and Licenses** – The awarded vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the provision of the goods and/or services specified in this solicitation. Lack of knowledge by the Bidder will in no way be relief from responsibility.
- GT-30. **Signature of Vendor** – The Vendor shall sign the Bid response forms in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the company name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the officer signing the Bid response on behalf of the corporation shall be stated and evidence of his authority to sign the Bid response shall be submitted. The vendor shall state in the Bid response the name and address of each person interested herein.
- GT-31. **State Registration Requirements** – Any corporation submitting a bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- GT-32. **Warranty** – All warranties express and implied, shall be made available to the City for goods covered by this solicitation. All goods furnished shall be fully guaranteed by the Seller against factory defects and workmanship. At no expense to the City, the Seller shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

GT-33. **Withdrawal of Bids** – Any Bid response may be withdrawn **prior** to the due date and time specified in the solicitation document and any addenda. Bid responses may not be withdrawn, except with approval of the Purchasing Manager, after the due date and time have passed.

[END OF SECTION]

Complete ALL the forms in this section and submit them as your bid response.

If submitting electronically, complete the forms then scan and upload to Vendor Registry as one electronic file.

General Vendor Information			
Company Name:			
Physical Address:			
Mailing Address:			
Phone No.:		FEIN No.:	
Email Address:			
Financial Status: <input type="checkbox"/> Poor <input type="checkbox"/> Good <input type="checkbox"/> Excellent		No. of Years in Business:	
No. of Personnel Currently Employed:		No. of Personnel Available for this Project:	
Principal Name		Title	
Describe the type of work normally performed by your company:			

Provide information regarding who may be contacted regarding this bid response.

Primary Contact	
Name:	_____
Title:	_____
Address:	_____
Phone No.:	_____ Mobile Phone No.: _____
Email Address:	

SCHEDULE OF BID ITEMS ITB #180141

Your Bid MUST BE submitted on this form.

Submitting Vendor Name:_____

BASE BID

Item No.	Item Description	Estimated Quantity (per Year)	Unit Price	Extended Price
1	CHLORINE GAS 150 lb. Bottles	43	\$	\$
2	CHLORINE GAS 2,000 lb. Cylinders (1-ton)	48	\$	\$
TOTAL				\$

NOTE: Unit prices shall be firm and fixed through September 30, 2019, the Initial Term of the contract.

[Rest of page intentionally left blank.]

- I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.
- I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for the period established in the bid document in order to allow the City adequate time to evaluate the bids and make award. Furthermore, I agree to abide by all conditions of the bid.
- I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.
- I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Leesburg or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
- I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Proposal.
- I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the bidder's proposal non-responsive.

Please check one:

____ (If more space is needed, please indicate exceptions here and attach additional pages as needed)

--

ADDENDUM ACKNOWLEDGMENT

☐ No Addendum were issued.

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

LOCAL VENDOR STATUS DECLARATION

The responding firm and firm that will enter into an agreement with the City, if selected, declares the following selected Local Vendor status.

Provide Physical Address of Business Office or Full Time Sales Office:

- ☐ **My Firm Qualifies as a Tier I - Local Vendor for this solicitation**
“Tier I Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services (excluding communications/Internet) from the City of Leesburg.
- ☐ **My Firm Qualifies as a Tier II - Local Vendor for this solicitation**
“Tier II Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
- ☐ **My Firm does not qualify as a local vendor**

BID CERTIFICATION SIGNATURES
(this section must be signed and completed.)

Name of Business

Telephone Number

By: _____

Signature

e-mail Address

Printed Name

Mailing Address

Title

City, State, Zip Code



CITY OF LEESBURG FLORIDA

INVITATION FOR BID (IFB)

IFB TITLE:		PURCHASE OF CHLORINE GAS - ANNUAL REQUIREMENTS	
IFB Number:	<u>180141</u>	Contracting Buyer:	<u>Lisa Wolfkill</u>
Bid Due Date:	<u>January 16, 2018</u>	Pre-Bid Meeting:	<u>NONE</u>
Bid Due Time:	<u>2:00 P.M.</u>	Issue Date:	<u>January 3, 2018</u>
Brief Description / Purpose			
INVITATION FOR BID No. 180141 City of Leesburg, Florida			
<p>The City of Leesburg, Florida invites bid responses for Chlorine Gas products. The City intends to award a multi-year fixed unit price contract. Details and specifications are outlined within this Invitation for Bid Document.</p> <p>Sealed bids will be received at the Purchasing Office located at 204 N. 5th Street, Leesburg, Florida 34748. Bidders may also submit a response to this IFB electronically at www.vendorregistry.com no later than the appointed due date and time or as revised by any addenda.</p> <p>A copy of this Invitation for Bid may be obtained by e-mailing a request to purch@leesburgflorida.gov or by calling (352)728-9880.</p> <p>Publish: Vendor Registry</p>			
ACCEPTABLE METHOD OF BID SUBMISSION			
YES	Electronic: Vendor Registry	YES	Sealed Bid
NO	Email Submission		
Solicitation Package Distribution			
<p>The City of Leesburg utilizes Vendor Registry (www.vendorregistry.com) as the ONLY official on-line bid management system to distribute solicitations, addenda and answers to questions. Solicitation information obtained from other sources may not be current or accurate and should not be relied on for submitting a response to a solicitation.</p> <p>There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.leesburgflorida.gov/purchasing/bids.aspx for further information.</p> <p>Vendors are strongly encouraged to register (at no cost) with Vendor Registry to download solicitation documents. Should time not permit you to complete the registration process please contact the Purchasing Division at (352)728-9880 or by email at purch@leesburgflorida.gov to obtain a solicitation document(s).</p>			

SECTION 1 – SPECIAL TERMS & CONDITIONS

ST-1. **PURPOSE**

The City of Leesburg, Florida is inviting bids from vendors to provide Chlorine Gas in accordance with this Solicitation.

ST-2. **QUESTIONS, INFORMATION or CLARIFICATION**

ALL questions regarding this solicitation, including technical specifications or scope of work, shall be submitted in writing to the Designated Procurement Representative. To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.

- a. Bidders are encouraged to use the question/answer feature of Vendor Registry for the submission of questions and requests for information. Should that not be possible, questions relative to interpretation of specifications, scope of services or the submittal process shall be addressed in writing to the Designated Procurement Representative at **purch@leesburgflorida.gov**.
- b. The deadline for questions is seven (7) business days prior to the solicitation due date. Does not include the day the solicitations are due.
- c. Any interpretation made to Bidders shall be expressed in the form of a written Addendum to the solicitation. Which, if issued, will be made available to all prospective Bidders no later than the three (3) business days immediately before the solicitation due date. Does not include the day the solicitations are due.
- d. Inquiries received after the deadline for questions may not be given any consideration at the discretion of the Purchasing Manager.
- e. It will be the responsibility of the Bidders to contact the Purchasing Division prior to submitting bids to ascertain if any addenda have been issued, to obtain all such addenda, incorporate addenda in their bid response and acknowledge said addenda on the appropriate form.

ST-3. **ELIGIBILITY**

Responses will only be considered from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services requested in this solicitation. The City may request vendors not known to them to provide verifiable evidence they are regularly engaged in providing or distributing the goods and/or performing the services being requested. Such evidence will be provided within 24-hours of the request for such evidence. The City may further request verifiable business references. Should the City be unsuccessful in verifying the business references or receive negative feedback the vendor will be deemed non-responsive and will not be considered for award. The City will be the sole determinant as to whether an award will be made to a vendor that has not previously conducted business with the City.

It is strongly suggested that vendors not having a past business relationship with the City provide their evidence of experience and business references with their bid response.

ST-4. DESIGNATED PROCUREMENT REPRESENTATIVE

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid opening date.

Lisa Wolfkill, Purchasing Representative
City of Leesburg | Purchasing Department
204 N. 5th Street, Leesburg, FL 34748
Phone: 352-728-9880 | E-mail: purch@leesburgflorida.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Purchasing Division for the City of Leesburg.

ST-5. RESTRICTED DISCUSSIONS

From the date of issuance of this solicitation until final City action, vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

ST-6. METHOD OF SOLICITATION RESPONSE

The Procurement Division shall receive responses to this Invitation for Bid by the methods listed here no later than the due date and time established within the solicitation. Bid responses will not be accepted by any other means.

a. ELECTRONIC SUBMISSIONS

Upload completed Bid Forms using the City's online bid management system Vendor Registry. Vendors must have an established account in advance of uploading bid submissions.

b. DELIVERED SUBMISSIONS

Deliver physical hardcopy submissions to:

City of Leesburg
Procurement Division
204 N. 5th Street
Leesburg, Florida 34748

Allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid is securely sealed in an opaque envelope/package to provide confidentiality of the bid prior to the solicitation closing.

ST-7. COMPLETION REQUIREMENTS FOR SUBMISSIONS

Complete all forms and Item Bid Schedule. One (1) original of all forms and Item Bid Schedule must be submitted by the vendor using a listed acceptable Method of Solicitation Response no later than the appointed due date and time. Any submission not in possession of the City by the appointed due date and time shall be deemed non-responsive and shall not be considered for award. The City is not liable or responsible for any costs incurred by any Bidder in responding to this IFB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the City and are agreeing to all of the terms and conditions in this Invitation for Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the City may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid or proposal must initial the change. The bid shall be manually signed by an official authorized to legally bind the Bidder to its provisions.

Specific Completion Directions - Pricing shall be completed using the provided Schedule of Bid Items in the Forms Section of this solicitation.

ST-8. BID OPENING

There will NOT be a public bid opening. The Procurement Division shall prepare a Detailed Bid Tabulation and distribute to all bidders no later than 48 hours after the bid due date and time. Bids will be available for inspection in the Purchasing Division during normal business hours 30 days after the official bid opening date or after City issues a 'Notice of Recommendation of Award', whichever occurs first.

ST-9. LOCAL VENDOR PREFERENCE

(Applicable to projects whose cost is \$25,000 or greater.)

The City of Leesburg applies a Local Vendor Preference (LVP) for the purchase of personal property, general services, and professional services where the total purchase cost is \$25,000 and greater by means of competitive bid, request for proposals, qualifications or other submittals and competitive negotiation and selection. Except where federal or state law/requirements mandate to the contrary, preference shall be given to Local Vendors in the following manner:

- a. **"Tier I Local Vendor"** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services from the City of Leesburg.
 - i. **Tier I Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier I Local Vendor in the amount of five percent (5%) of the bid price or \$25,000, whichever is less.
- b. **"Tier II Local Vendor"** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
 - i. **Tier II Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier II Local Vendor in the amount of two percent (2%) of the bid price or \$10,000, whichever is less.

The Local Vendor preference will be applied only to the items/amount used for purposes of bid evaluation and determining award.

Bidders wanting a copy of the entire policy can receive one by making a request by e-mail to purch@leesburgflorida.gov or by calling the purchasing office at (352) 728-9880.

ST-10. TIE BIDS

If any of the responsive low bids received are for the same total amount being used as the basis for award, the Recommendation of Intent to Award shall be determined as follows:

If the City's Local Vendor Preference Policy is applicable to the solicitation:

- Tier One (1) local bidder; or
- If more than one Tier One local bidder then, to the bidder whose place of business is closest to Leesburg City Hall, 501 W. Meadow Street, Leesburg, FL 34748 "as the crow flies". The City shall use the City GIS mapping system to measure straight line distance between City Hall and the bidders place of business; or
- Tier Two local bidder; or
- If more than one Tier Two local bidder, then to the bidder whose place of business is closest to Leesburg City Hall, 501 W. Meadow Street, Leesburg, FL 34748 "as the crow flies". The City shall use the City GIS mapping system to measure straight line distance between City Hall and the bidders place of business.

If no tied low bidder qualifies for either Tier One or Tier Two then:

- The bidder whose place of business is located within the boundaries of Lake County, Florida.

Should application of the previously listed methods not result in breaking the tie, then the tie shall be broken by drawing lots in public. The Purchasing Manager shall draw lots with at least 3 witnesses present. The business name of each of the tied low bidders shall be written on the back of the Purchasing Managers business card. Cards shall be placed into an opaque container and one card shall be drawn by the Purchasing Manager.

If the City's Local Vendor Preference Policy is not applicable to the solicitation:

- The tie shall be broken by drawing lots in public. The Purchasing Manager shall draw lots with at least 3 witnesses present. The business name of each of the tied low bidders shall be written on the back of the Purchasing Managers business card. Cards shall be placed into an opaque container and one card shall be drawn by the Purchasing Manager.

The Leesburg City Commission shall have final approval of any award under this Solicitation.

ST-11. SHIPPING TERMS

Shipping terms shall be F.O.B. Destination – Leesburg, Florida. Title for each item will pass from the vendor to the City only after the City receives AND accepts each item. Delivery will not be complete until the City has accepted each item. Delivery to a common carrier shall not constitute delivery to the City. Any transportation dispute shall be between the

contractor and the carrier. The City will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Leesburg, Florida.

ST-12. METHOD OF AWARD

To a single vendor in the aggregate. Recommendation of Award will be to the responsible bidder submitting the lowest responsive bid and holding the necessary licenses, certifications and experience. Determination of low bid amount will be made using the total bid for the Base Bid Items only and will not consider additional contract items. Local Vendor Preference will be considered when applicable in determining the low bid amount.

ST-13. TERM OF CONTRACT

The City seeks a firm-fixed price from the date of contract execution through **September 30, 2019**. Prices shall remain firm for all orders placed during the term of the contract; price escalation may be allowed only in accordance with the Cost Adjustments provision.

ST-14. OPTION TO RENEW

The City may renew the agreement for no more than an additional two (2) years if mutually agreed upon by the Supplier and the City.

ST-15. COST ADJUSTMENTS

Unit prices shall be firm and fixed through September 30, 2019, the Initial Term of the contract.

A requested Cost Adjustment for any extension term shall use the Producer Price Index (PPI) WPU061303 for Chemicals and Allied products: Alkalies and Chlorine, Including Natural Sodium Carbonate and Sulfate as published by the Bureau of Labor Statistics, U.S. Department of Labor.

The increase, or decrease in the PPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the Initial Term. Any approved cost adjustment shall become effective for any orders placed on or after the first day of the extension term.

In the event the PPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in cost that reflects such changes in the PPI.

The cost for all items as bid herein shall remain firm through the Initial Term of the contract. Costs for and any extension term(s) shall be subject to an adjustment only if increases or decreases occur in the PPI. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5%.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, the requested increase is considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted

costs and the matter cannot be resolved to the satisfaction of the City, the contract shall not be renewed.

ST-16. METHOD OF PAYMENT

- i. All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative.
- ii. Failure to submit invoices in the prescribed manner will delay payment.
- iii. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.
- iv. The project is considered a construction project and retainage may be withheld according to State of Florida Statute.

ST-17. ACCEPTANCE OF GOODS OR SERVICES

The goods delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the City and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the City reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the City under this clause. The City will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the City on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the City in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the City for any contract or financial obligation.

This project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

ST-18. LIMITATION OF OPERATIONS

Deliveries shall be made Monday through Friday between the hours of 8:00 A.M. and 2:00 P.M., except on those days that are observed as holidays by the City. The City of Leesburg will not incur any additional cost for deliveries outside the normal delivery hours.

ST-19. RISK OF LOSS

The vendor shall indemnify and hold the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of any subsequent contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

ST-20. UTILIZATION BY OTHER AGENCIES

While this IFB is prepared on behalf of the City of Leesburg, it is intended to apply for the benefit of governmental agencies/jurisdictions/entities as though they were expressly named throughout the document. Each agency/jurisdiction/entity may purchase from the awarded Contractor under the same terms and conditions of the contract with the City of Leesburg, in accordance with each agencies/jurisdictions/entities respective laws and regulations. Using agencies shall be responsible for their product ordering and payment of invoices.

[END OF SECTION]

SECTION 2 – TECHNICAL SPECIFICATIONS

SW-1. REQUIREMENTS CONTRACT FOR GAS CHLORINE

It is the intent of this solicitation to obtain bids for furnishing GASEOUS CHLORINE (LIQUID ANHYDROUS Cl₂). The supplies to be furnished in accordance with the contract resulting from this solicitation shall be completely suitable for the operational use of the City's Water and Wastewater Utilities.

SW-2. DELIVERY LOCATIONS

Main Water Treatment Facility

223 South 5th Street
Leesburg, FL 34748
Estimated Annual Use: 43 Bottles (150-lbs.)

Turnpike Wastewater Treatment Facility

1600 County Road 470
Okahumpka, FL 34762
Estimated Annual Use: 48 Cylinders (2,000-lbs.)

SW-3. SPECIFICATIONS – GAS CHLORINE (Liquid Anhydrous Cl₂)

- 3.1. Designed and suitable for disinfecting potable water and wastewater effluent.
- 3.2. 100% active chlorine.
- 3.3. All cylinder valves must be capable of being opened with reasonable ease using a standard valve wrench not greater than six (6) inches in length.
- 3.4. All cylinders must be shipped with valve covers in place, adequate to protect both the valve threads and valve body.
- 3.5. Valve caps will be hand tightened only.
- 3.6. The outside of cylinders must be painted and will be adequately maintained (free of rust, dirt and other foreign material).
- 3.7. After refilling the cylinder, there shall be a quarantine period of 24 hours in case of leakage.
- 3.8. All cylinders are to be tested to ensure conformance with all federal, state and local rules and regulations.
- 3.9. Chlorine Gas Minimum Properties:
 - 3.9.1.pH: 6.
 - 3.9.2.Physical state in shipping containers. Liquefied gas under pressure.
 - 3.9.3.Boiling point (1 atoms) -29.3o (-34.0o C).
 - 3.9.4.Melting point -149.8o (-101o C).
 - 3.9.5.Vapor pressure (PSIG @ 60o F) 71.
 - 3.9.6.Color: Gas - Greenish Yellow; Liquid - Amber.

SW-4. QUANTITY

Estimated – 200 each - 150 lb. bottles & 40 each – 2000 lb. cylinders annually. The quantities indicated are estimates for bidding purposes only. They are not to be

construed as the minimum or maximum quantities the City is obligated or limited to purchase.

SW-5. CONTAINER MARKING

Contractor shall supply legible identification numbers on all cylinders.

SW-6. SAFETY

- 6.1. Contractor must meet or exceed all requirements of the: Federal Occupational and Safety Health Act (OSHA) of 1970 and current amendments thereto for all phases of operation, protection, maintenance and handling; Department of Transportation (ICC) Regulations for Storage and Transportation; and State of Florida Regulations for Sewer/Water Treatment Plant and SAF Regulations.
- 6.2. Material Safety Data Sheet - In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), the contractor shall furnish a Material Safety Data Sheet (MSDS) with the initial delivery (one-time basis). The MSDS must include the following information:
 - 6.2.1. The chemical and common names of the toxic substance;
 - 6.2.2. The hazards of risks in the use of the toxic substance;
 - 6.2.3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the toxic substance;
 - 6.2.4. The emergency procedure for spills, fire disposal and first aid.
 - 6.2.5. A description (in lay terms) of the known specific potential health risks posed by the toxic substance;
 - 6.2.6. The year and month (if available) the MSDS information was compiled and the name, address, and emergency telephone number of the manufacture responsible for preparing the information.
 - 6.2.7. Written certification that any MSDS so provided is current, accurate, complete, and in full compliance with the law. The parties hereby stipulate that, as between them, the foregoing matters are important and material and that any breach of the terms of this provision is a material breach of this contract.
- 6.3. Emergency Contact - Contractor must provide a contact person and a telephone number for emergency response on a 24-hour basis.
- 6.4. Contractor is responsible for complying with all federal, state and local laws concerning fulfilling its obligations for manufacture and delivery of chlorine.
- 6.5. Contractor must deliver ordered product(s) no later than four (4) working days from receipt of an order.
 - 6.5.1. Should there be any delays in delivery Contractor shall immediately notify the City of the delay upon becoming aware Contractor cannot delivery within the four (4) day time.

SW-7. SPECIAL CONDITIONS: WATER/WASTEWATER TREATMENT CHEMICALS

- 7.1. The successful Contractor shall promptly enter into a Requirements Type Contract with the City of Leesburg, Florida upon notice of award selection. On Requirements bids, contract award shall bind the City and authorized municipal agencies to pay for, at unit bid prices, only quantities order and satisfactorily delivered. All stated quantities are estimated requirements for the City and do not constitute a maximum or minimum.
- 7.2. Delivery Orders against the contract shall be placed with the contractor in the form of a Purchase Order. Prices shall remain firm for all orders placed during the term of the contract; price escalation may be allowed only in accordance with the Cost Adjustments provision of the Contract.
 - 7.2.1. Ordinarily, orders will be placed at approximately 45-day intervals throughout the contract period.
 - 7.2.2. Delivery hours are 08:00 AM to 2:00 PM, Monday through Friday. No deliveries shall be accepted on weekends or City Holidays, unless otherwise arranged by an individual Agency.
 - 7.2.3. The successful Contractor shall have a local calling number or a toll free number for order placement. The Contractor shall bear responsibility for timely delivery and safety during delivery.
- 7.3. All unit prices must include inside delivery, FOB – Destination, with all transportation and unloading charges included. Price changes, fuel surcharges, insurance surcharges, and any other add on charges not included in the unit bid prices will not be considered.
- 7.4. All Federal, State, and local Safety Ordinances and Regulations governing manufacture, transportation, and delivery of the product must be followed at all times. All delivery tickets and invoices shall state description of product and amount delivered.
 - 7.4.1. If the material delivered fails to meet specifications, it shall be the responsibility of the Contractor to remove any material and any contaminated material from tanks, clean same, replace product with a suitable grade, and be held responsible for all charges including equipment repairs if they are necessary. The City shall have products analyzed if the need arises and reserves the right to cancel the orders when the product furnished does not meet the specifications of the analysis.
- 7.5. The contract and Purchase Orders may be canceled, if the successful Contractor fails to comply with any or all terms and conditions of the contract.

- 7.6. The Contractor shall be required to clean up any spillage during delivery within FOUR (4) HOURS from the time of spillage. It shall be the responsibility of the Contractor to notify the proper regulatory agencies and take immediate containment measures in the event of a spill. Failure to do so within the specified time may result in the City contracting with another source for such remedial cleaning and deduct cost of the services from invoices. No such action will be taken without prior notification to the Contractor and allowing reasonable time, as determined by the City, to comply. Further, the Contractor shall be responsible for restoration of the premises to their original condition by the replacement of soil, shrubs, grass or things that may be damaged by such spillage.
- 7.7. All empty cylinders and pallets shall be picked-up by the vendor on subsequent deliveries. **DEPOSIT CHARGES FOR CYLINDERS AND PALLETES WILL NOT BE ALLOWED.** The Contractor shall track the quantities of cylinders and pallets delivered and returned on the individual packing slips for each delivery. At the end of the contract term an adjustment may be made, if necessary, for the reasonable cost of any cylinders or pallets due the Contractor that cannot be accounted for and/or made available for the vendor to pick-up.
- 7.8. Contractor shall provide safety training related to the product and safe handling of the product(s) purchased when requested by the City. Upon request, Contractor shall provide a list of staff trainers, along with a listing of available training and safety literature.
- 7.9. Submission of a bid constitutes a representation on behalf of the Bidder that all requirements of these specifications have been reviewed, considered, and understood. All requirements of these bidding documents must be met unless the bidder specifically makes an exception in writing. Any and all exceptions must accompany the bid. Exceptions must be accepted in writing by the City.
- SW-8. **PERMITS AND FEES**
The successful contractor is responsible for determining the need for any and all permits and payment of those fees.

[END OF SECTION]

SECTION 3 - GENERAL TERMS AND CONDITIONS

GT-1. DEFINITIONS

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer or Response:** Shall refer to any bid, offer or response submitted in regard to this Invitation for Bid that if accepted would bind the Bidder to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **City:** Shall refer to City of Leesburg, Florida.
- 1.5. **Contract Documents – Purchase of Goods:** The agreement to provide the goods set forth in this solicitation. The contract will be comprised of the solicitation document signed by the Bidder with any addenda and other attachments specifically incorporated and a City purchase order.
- 1.6. **Seller:** The Bidder to whom award has been made.
- 1.7. **Interested Party:** The terms defined under Bidder may be used interchangeably in this document. Each reference when used refers to any entity that is participating or is interested in participating in this solicitation.
- 1.8. **In Writing:** Unless otherwise designated 'In Writing' includes submitting documents or questions through the electronic bid system, *Vendor Registry*, currently used by the City.
- 1.9. **Invitation for Bid (IFB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective Bidders and to solicit bids from them.
- 1.10. **Language:** The City has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient Bid is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.11. **Modification:** A written change to the terms of a contract.
- 1.12. **Official Purchasing Time:** The Official Purchasing Time shall be that time reflected on the digital clock located in the Purchasing Office and labeled 'Official Purchasing Time'. This clock shall be used for all time deadlines related to City purchasing solicitations.
- 1.13. **Responsible:** Refers to a Bidder that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.14. **Responsive:** Refers to a Bidder that has taken no significant exception or deviation from the terms, conditions, and specifications set forth in a Solicitation. Their bid, offer or response conforms to the instructions and format specified in the solicitation document. Bidder has provided all requested and required information.
- 1.15. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or responses from interested parties.

GT-2. INSTRUCTIONS TO RESPONDENTS

- 2.1. **Addenda** – The Purchasing Division may issue an addendum in response to any inquiry received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to submit with its offer a signed "Acknowledgement of Addenda" when any addenda have been issued. Failure to acknowledge each addendum may prevent the offer from being considered for award.
- 2.2. **Respondent Eligibility** – It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:
 - 2.2.1. Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
 - 2.2.2. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
 - 2.2.3. Be able to comply with the required or proposed delivery or performance schedule;

- 2.2.4. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
 - 2.2.5. Have a satisfactory record of integrity and business ethics; and
 - 2.2.6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 2.3. **Contents of Solicitation and Bidder Responsibilities** – It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.
- 2.4. **Restricted Discussions** – From the date of issuance of this solicitation until final City action (solicitation award or contract execution), vendors shall NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the Designated Procurement Representative. The only communications that shall be considered pertinent to this solicitation are written documents from a Bidder to the designated procurement representative, or Purchasing Division, and any relevant written document promulgated by the designated procurement representative.
- 2.5. **Request for Additional Information/Question** – Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Designated Procurement Representative identified in the solicitation no later than **SEVEN (7) CALENDAR DAYS** prior to the appointed bid due date. Oral answers will not be authoritative.
- 2.6. **Questions Regarding Specifications or Bid Submittal Process** – To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action, solicitation award or contract execution. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation using the methods detailed here.
- 2.6.1. Bidders are encouraged to submit their questions electronically through *Vendor Registry*. If this is not possible questions may be submitted via e-mail to purch@leesburgflorida.gov. You must reference the solicitation number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the time and date indicated on the summary sheet.
 - 2.6.2. All questions relative to interpretation of specifications, scope of services or the qualifications submittal process shall be addressed **in writing**
 - 2.6.3. Any interpretation made to potential Bidders will be expressed in the form of an addendum to the solicitation which, if issued, will be made available to all prospective Bidders no later than **THREE (3) BUSINESS DAYS** before the solicitation due date.
 - 2.6.4. It will be the responsibility of the Bidders to contact the Purchasing Division prior to submitting their bid(s) to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the submittal.
- GT-3. **Award** – Award may be made to the source which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of the solicitation as deemed in its best interest. The City will be the sole judge of its best interest.
- GT-4. **Assignment** – The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.
- GT-5. **Basis for Bidding** – The total amount bid shall be based on unit prices and/or lump sum(s) according to the Schedule of Bid items form for the solicitation. Any quantities shown in the Schedule of Bid Items are estimates for the purpose of arriving at a total bid price for the comparison of Bids.

- GT-6. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- GT-7. **City is Tax Exempt** – The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The City will provide an exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.
- GT-8. **Collusion Among Firms** – Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- GT-9. **Conflict of Interest** – The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondents firm or any of its branches.
- GT-10. **Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work/Scope of Services/Specifications, the Schedule of Bid Items/Forms Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items/Forms Section, the Statement of Work/Scope of Services/Specifications, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
- GT-11. **Cost of Preparing Proposal** – All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Leesburg will not reimburse any Bidder for any such costs. This shall include any costs incurred for equipment and product demonstrations, on-site or other locations.
- GT-12. **Copeland "Anti-Kickback" Act** – The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- GT-13. **Disputes** – In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.
- GT-14. **Governing Law/Jurisdiction** – The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
- GT-15. **Inspection and Acceptance of Equipment** – The equipment provided under any contract awarded in accordance with this solicitation shall remain the property of the Seller until a physical inspection of the equipment is made and thereafter accepted to the satisfaction of the City. Seller must also provide all documentation required and documents required for the City to title and license for use any equipment when applicable. Equipment must comply with all the terms herein. In the event the equipment supplied to the City is found to be defective or does

not conform to the specifications, the City reserves the right to cancel the order upon written notice to the Seller. Equipment shall be returned to the Seller at the Seller's expense. The City may take up to 15 days to complete their inspection of the equipment. The inspection period will be used to determine if the equipment meets the specifications requested and is fit for its intended use. Payment will be authorized upon final acceptance.

- GT-16. **Late Bids** – Bid responses are due no later than the due date and time designated in the solicitation document or as amended by any addenda issued. The “local atomic time” as displayed on the “atomic clock” in the Purchasing Office is the Official Time. Bids not in possession of City by the due date and time shall be deemed late and shall not be considered for award. Late Bids delivered by third-party couriers will be retained, not returned, by the City in accordance with State of Florida Public Records Laws but shall not be considered for award. Late Bids will not be included on the Preliminary Bid Tabulation or the Final Detailed Bid Tabulation. Late bids delivered by the Bidder shall be refused by Purchasing staff at the time of delivery.
- GT-17. **Liability** – The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Contract which may result from award of this solicitation.
- GT-18. **Other Agencies** – With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name, delivery locations and legal jurisdiction.
- GT-19. **Price Bid** – The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for **SIXTY (60) CALENDAR DAYS** after the solicitation due date, unless stated differently in another Section of this solicitation. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence. The City shall recalculate a revised extended cost and make not on the Final Detailed Bid Tabulation.
- GT-20. **Prompt Payment** – It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Prompt Payment shall be made only from a proper and correct invoice provided by the Vendor to the City's Billing Address of Accounts Payable, PO Box 490630, Leesburg, Florida 34749-0630.
- GT-21. **Protests** – Protests must be submitted in writing to the Purchasing Manager at 204 N. 5th Street, Leesburg, FL 32748 no later than **THREE (3) BUSINESS DAYS** after the day the Notice of Recommendation to Award is published on Vendor Registry (www.vendorregistry.com). The written protest must specifically state the reason for the protest, exactly what is being protested and state the desired resolution. Protests received after the deadline shall not be considered. The Purchasing Manager will respond to protests no later than **SEVEN (7) BUSINESS DAYS** from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Division shall be final.
- GT-22. **Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses 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 (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."
- GT-23. **Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses and all procurement business conducted by the City.
- GT-24. **Qualifications of Respondents** – The City of Leesburg reserves the right before awarding the Bid, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder.

- 24.1. The respondent is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- 24.2. Any Bidder may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to provide the equipment or goods in a satisfactory manner and within the time specified.
- 24.3. Bidders must possess any and all required licenses to provide the equipment or goods for this solicitation. The Bidder must hold any required licenses at the time of submitting their bid.
- GT-25. **Quantities** – The City reserves the right to adjust quantities stated in this solicitation. Available funding versus prices bid may affect actual quantities ordered. The City may choose to increase or decrease quantities stated in the documents depending on the circumstance. The City is not obligated to place any order for a given amount subsequent to the award of this solicitation. The City may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the City be liable for payments in excess of the amount due for quantities of goods or services actually ordered.
- GT-26. **Registration** – Any vendor being recommended for an award or purchase from this solicitation is required to register with the City's on-line vendor management system. That on-line system is powered by Vendor Registry and can be accessed by navigating to www.leesburgflorida.gov/purchasing and select the Vendor Registry icon. There is no cost to register. Following issuance of the Notice of Recommendation for Award (NORA), the recommended vendor will be provided instructions on how to register with Vendor Registry. Registration must be completed prior to any work or purchases be made under the Contract.
- GT-27. **Responsiveness** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any bid which fails to conform to the solicitation's essential requirements may be rejected. Any Bid which fails to include the requested information and provided on the forms provided by the City may be considered non-responsive and disqualified from consideration for award. The City shall notify any Bidder in writing whose Bid has been deemed non-responsive.
- GT-28. **Right to Accept or Reject Bids** – Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see the solicitation Definitions).
- GT-29. **Rules, Regulations and Licenses** – The awarded vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the provision of the goods and/or services specified in this solicitation. Lack of knowledge by the Bidder will in no way be relief from responsibility.
- GT-30. **Signature of Vendor** – The Vendor shall sign the Bid response forms in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the company name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the officer signing the Bid response on behalf of the corporation shall be stated and evidence of his authority to sign the Bid response shall be submitted. The vendor shall state in the Bid response the name and address of each person interested herein.
- GT-31. **State Registration Requirements** – Any corporation submitting a bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- GT-32. **Warranty** – All warranties express and implied, shall be made available to the City for goods covered by this solicitation. All goods furnished shall be fully guaranteed by the Seller against factory defects and workmanship. At no expense to the City, the Seller shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

GT-33. **Withdrawal of Bids** – Any Bid response may be withdrawn **prior** to the due date and time specified in the solicitation document and any addenda. Bid responses may not be withdrawn, except with approval of the Purchasing Manager, after the due date and time have passed.

[END OF SECTION]

Complete ALL the forms in this section and submit them as your bid response.

If submitting electronically, complete the forms then scan and upload to Vendor Registry as one electronic file.

General Vendor Information			
Company Name:	Allied Universal Corporation		
Physical Address:	3901 NW 115 Avenue., Miami, FL 33178		
Mailing Address:	3901 NW 115 Avenue., Miami, FL 33178		
Phone No.:	305-888-2623	FEIN No.:	59 0776285
Email Address:	Bids@Allieduniversal.com		
Financial Status: <input type="checkbox"/> Poor <input type="checkbox"/> Good <input checked="" type="checkbox"/> Excellent	No. of Years in Business:	63	
No. of Personnel Currently Employed:	303	No. of Personnel Available for this Project:	15
Principal Name		Title	
Elaine Bennett		Branch Manager	
Ron Zeigler		South Regional Manager	
Describe the type of work normally performed by your company:			
Supply of Water and Wastewater Treatment Chemicals			

Provide information regarding who may be contacted regarding this bid response.

Primary Contact	
Name:	Cristhianne Munguia
Title:	Bid Coordinator
Address:	3901 NW 115 Avenue., Miami FL 33178
Phone No.:	305-888-2623
Mobile Phone No.:	
Email Address:	Bids@Allieduniversal.com

SCHEDULE OF BID ITEMS ITB #180141

Your Bid MUST BE submitted on this form.

Submitting Vendor Name: Allied Universal Corporation

BASE BID

Item No.	Item Description	Estimated Quantity (per Year)	Unit Price	Extended Price
1	CHLORINE GAS 150 lb. Bottles	43	\$ 84.00	\$ 3,612.00
2	CHLORINE GAS 2,000 lb. Cylinders (1-ton)	48	\$568.00	\$ 27,264.00
TOTAL				\$30,876.00

NOTE: Unit prices shall be firm and fixed through September 30, 2019, the Initial Term of the contract.

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BIDDER'S CERTIFICATION

- I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.
- I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for the period established in the bid document in order to allow the City adequate time to evaluate the bids and make award. Furthermore, I agree to abide by all conditions of the bid.
- I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.
- I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Leesburg or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
- I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Proposal.
- I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the bidder's proposal non-responsive.

NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one:

X I take NO exceptions

I take the exceptions listed here:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

--

ADDENDUM ACKNOWLEDGMENT

☒ No Addendum were issued.

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

LOCAL VENDOR STATUS DECLARATION

The responding firm and firm that will enter into an agreement with the City, if selected, declares the following selected Local Vendor status.


Provide Physical Address of Business Office or Full Time Sales Office:
--

- ☐ **My Firm Qualifies as a Tier I - Local Vendor for this solicitation**
"Tier I Local Vendor" shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services (excluding communications/Internet) from the City of Leesburg.
- ☐ **My Firm Qualifies as a Tier II - Local Vendor for this solicitation**
"Tier II Local Vendor" shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
- ☒ **My Firm does not qualify as a local vendor**

BID CERTIFICATION SIGNATURES
(this section must be signed and completed.)

Allied Universal Corporation

Name of Business

By: 

Signature

Cristhianne Munguia

Printed Name

Bid Coordinator

Title

305-888-2623

Telephone Number

Bids@Allieduniversal.com

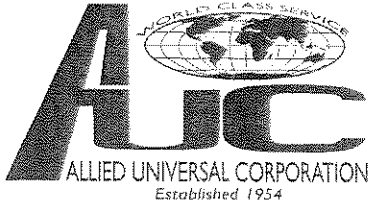
e-mail Address

3901 NW 115 Avenue

Mailing Address

Miami, FL 33178

City, State, Zip Code



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Chlorine to City of Leesburg

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 12th day of December 2017.

(Seal of Corporation)



Jim Palmer, President - CEO

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107

Receipt # 2017005727 Control No. 004714

For Period Commencing JULY 1ST, 2016 and ending September 30, 2017

Total: \$357.03 Dated 10/10/2016 Application No.

This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.

Classification	Description	Amount
82220	MFG/UNCL	173.63
600010	WORKERS @ \$8.67 EA	173.40
993000	ADMIN HANDLING FEE	10.00

2017
CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

PAID
This Business Tax
Receipt was
Paid on
Date: 8 / 29 / 16

By: BG

Business Name and Address
CHEMICAL FORMULATORS INC
5215 W TYSON AVE
TAMPA FL 33611-0000

Business Name and Location
CHEMICAL FORMULATORS INC
5215 W TYSON AVE
TAMPA FL 33611-0000