



City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

October 8, 2025, 7:00 PM

*Jason Leslie, Mayor
Lori Tolland, Zone 1
Travis Sargent, Zone 2
Kristin Deaton, Zone 3
Harold Briley, Zone 4*

Agenda

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PRESENTATIONS AND PROCLAMATIONS**
 - A. Manufacturing Month
 - B. Domestic Violence Awareness Month
 - C. Fire Prevention Week
5. **AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & ON THE CONSENT AGENDA**
6. **APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - September 17, 2025
7. **COMMUNITY REDEVELOPMENT AGENCY**
 - A. Ormond MainStreet Fiscal Year 2025-26 Funding Agreement (**SEE ITEM 8A**)

RESOLUTION NO. 2025-149: A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

8. **CONSENT AGENDA**

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

A. Ormond MainStreet Fiscal Year 2025-26 Funding Agreement

RESOLUTION NO. 2025-149: A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

B. Work Authorization - Sanchez Park Fishing Pier Replacement

RESOLUTION NO. 2025-150: A RESOLUTION ACCEPTING A PROPOSAL FROM BOMAR CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE SANCHEZ FISHING PIER REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

C. Sole Source - Rotork Actuators and Components, Fluid Control Specialists, Inc.

RESOLUTION NO. 2025-151: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF ROTORK PRODUCTS AND REPAIR SERVICES FROM FLUID CONTROL SPECIALTIES, INC. ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

D. Sole Source - Neptune Water Meters, Ferguson Water Works

RESOLUTION NO. 2025-152: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF NEPTUNE WATER METERS AND PARTS FROM FERGUSON WATERWORKS ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

E. Sole Source - Pretreatment Effluent Pumping Tanks, Alpha General Services, Inc.

RESOLUTION NO. 2025-153: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF VARIOUS REPLACEMENT AND REPAIR PARTS FROM ALPHA GENERAL SERVICES, LLC ON AN AS-NEEDED BASIS FOR THE CITY'S PRETREATMENT EFFLUENT PUMPING TANKS; AND SETTING FORTH AN EFFECTIVE DATE.

F. Sole Source - Flygt Pumps, Xylem, Inc.

RESOLUTION NO. 2025-154: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PUMPING AND CONTROLS EQUIPMENT AND REPAIR SERVICES FROM XYLEM WATER SOLUTIONS USA, INC. ON AN AS-NEEDED BASIS FOR THE CITY'S WASTEWATER COLLECTION SYSTEM LIFT STATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

G. RFP Award - Fire Hydrant Maintenance and Repair

RESOLUTION NO. 2025-155: A RESOLUTION ACCEPTING A PROPOSAL FROM HYDROMAX USA, LLC FOR FIRE HYDRANT MAINTENANCE AND REPAIR SERVICES UNDER RFP NO. 2025-27; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

H. Acceptance of Proposal by Metz, Husband & Daughton, P.A., Legislative Lobbying Services

RESOLUTION NO. 2025-156: A RESOLUTION ACCEPTING THE PROPOSAL OF METZ, HUSBAND & DAUGHTON, P.A., REGARDING LEGISLATIVE LOBBYING SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

I. Auto Renewal - Utility Chemicals

RESOLUTION NO. 2025-157: A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE PRODUCER PRICE INDEX PURSUANT TO AGREEMENTS WITH VARIOUS CHEMICAL SUPPLIERS FOR PROVISION OF CHEMICALS FOR THE CITY'S WATER AND WASTEWATER TREATMENT PLANTS UNDER BID 2024-01; AND SETTING FORTH AN EFFECTIVE DATE.

J. Request to Purchase - 14 Police Interceptor Vehicles

RESOLUTION NO. 2025-159: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF FOURTEEN 2025 FORD POLICE INTERCEPTOR VEHICLES, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA24-VEL32.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

K. **Disposition Item:** Intent To Bid - Emergency Lighting For Patrol Vehicles

L. **Disposition Item:** Seabreeze Baseball Booster Club Proposal For Scoreboard Upgrade At Wendelstedt Field 1

M. **Disposition Item:** Efficiency Audit (Self DOGE)

9. **REPORTS, SUGGESTIONS, REQUESTS**

10. **ADJOURNMENT**

NOTICE – Pursuant to Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.



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City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

September 17, 2025, 7:00 PM

*Jason Leslie, Mayor
Lori Tolland, Zone 1
Travis Sargent, Zone 2
Kristin Deaton, Zone 3
Harold Briley, Zone 4*

Minutes

1. **CALL TO ORDER**

Mayor Leslie called the meeting to order at 07:01 PM.

Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, Kristin Deaton, and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Managers Claire Whitley, and Shawn Finley, and City Clerk Susan Dauderis.

2. **INVOCATION**

Chaplain Sam Mercado, Advent Health, provided the invocation.

3. **PLEDGE OF ALLEGIANCE**

Mayor Leslie led the Pledge of Allegiance.

4. **ADOPTION OF FISCAL YEAR 2025-2026 MILLAGE RATES AND BUDGET**

Mayor Leslie opened the Public Hearings.

City Clerk Susan C. Dauderis read by legal title only:

A. Final Millage Rates FY 2025-2026

RESOLUTION NO. 2025-146: A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2025-2026; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Resolution No. 2025-146, as read by title only.

Mayor Leslie stated per Florida Statute, the final millage rate for the City of Ormond Beach necessary to fund the fiscal year 2025-2026 budget was 4.3867 mills. He explained the rate was 12.36 percent above the rolled back rate of 3.9042 mills, noting the final debt service millage was 0.063 for the 2010 General Obligation Bond Sinking Fund.

Ms. Susan Persis, 3 Tidewater Drive, voiced appreciation for each Zone Commissioner for their leadership. She expressed support of the budget and proposed millage. She indicated opposition to a mailer she received from Mr. George Arnold, noting its criticism of the Zone Commissioners and misleading information regarding Mayor Leslie's stance on the proposed tax increase.

Mr. Colin MacManus, 477 Hammock Lane, quoted an article from the Ormond Beach Observer and discussed his history with the city and youth sports.

Mr. Bejan Bourbour, 35 Berkley Road, unincorporated Volusia County, stated Mayor Leslie did not want to cut youth sports, noting his trust for the Mayor and Commissioner Briley. He discussed his support for the Commissioners during their 2024 election and his disappointment in the Commissioners approving the tax increase.

Mr. Scott Gutauckis, 738 Santa Fe Avenue, discussed the importance of fiscal responsibility, the needs within the city, his support of the proposed tax increase, and concerns with the misinformation circulated to residents.

Mr. Ed Kelley, 53 River Ridge Trail, reviewed his history with the city and stated he did not like property taxes. He expressed support of the proposed budget and tax increase due to the services provided. He discussed the taxes the city received and urged the Commission to support the tax increase as presented.

Mr. Edward Campitelli, 181 Hand Avenue, stated the Commission should not raise the taxes, noting the hardships he incurred.

Ms. Coleen McMahon, 45 Carrolwood Circle, voiced opposition to the tax increase, noting the prior year's increases. She challenged residents to review the city's transparency portal and discussed concerns regarding auto-renewing contracts. She encouraged residents to reach out to her if interested in auditing the city's finances. She declared her candidacy for Zone 1 Commissioner.

Ms. Irene Muddiman, 4 Dolphin Avenue, unincorporated Volusia County, discussed her history with the city and expressed concerns regarding the tax increase.

Mr. Glen Lowry, 97 Valencia Drive, reviewed his history with the city and discussed the budget timeline. He noted it was difficult to understand the budget presented, explaining there were aspects funding should not be cut. He voiced concerns with his fixed income, noting he would like to be a part of a review committee.

Mr. G.G. Galloway, 1305 Oak Forest Drive, stated there was confusion regarding the property taxes and provided background on the Save Our Homes Act. He explained how the Act was set up by the State of Florida and urged residents to understand the Act.

Mayor Leslie restated the motion on the floor was for the final millage rate for the City of Ormond Beach necessary to fund the fiscal year 2025-2026 budget was 4.3867 mills. He explained the rate was 12.36 percent above the rolled back rate of 3.9042 mills, noting the final debt service millage was 0.063 for the 2010 General Obligation Bond Sinking Fund.

Commissioner Sargent stated Florida Governor Ron Desantis was looking to eliminate property taxes and read from the 13 page self-DOGE packet.

Commissioner Sargent motioned to amend Resolution 2025-146 to reduce the General Fund millage by 0.086 mills, which would eliminate the two Parks and Recreation positions, the Public Works position, Risk Manager position, and the live-streaming funds; reduce the General Capital Improvement Projects (CIP) millage by 0.0380 mills, reduce the Facility Renewal and Replacement (R&R) mills by 0.0696, Leisure Services mills by 0.1040, noting the revised operating tax rate

would be 4.0891 mills plus 0.063 debt millage to total 4.1521 mills, which was 0.21 percent below the current rate and 4.74 percent above the rolled back rate.

Commissioner Sargent stated he did not want to take away services, suggesting while the millage rates were being reduced the \$1,061,557 for the projects could be pulled from the reserves leaving a General Fund Reserves amount of 17.54 percent. He explained the percentage was above the Commission set threshold of 15 percent, and would allow for the millage to be a flat millage for the residents.

Commissioner Tolland seconded Commissioner Sargent's amendment.

Commissioner Tolland questioned the reserve balance; whereby, Ms. Kelly McGuire, Finance Director, reviewed the two reserve funds, noting one was the General Fund Reserves and one was a Revenue Stabilization Fund. Ms. McGuire explained both funds were referred to as reserves and kept separately. She noted the combined percentage of both funds, if the funds were utilized as proposed by Commissioner Sargent, would be at 17.54 percent.

Ms. Joyce Shanahan, City Manager, reviewed the history of the Revenue Stabilization Fund due to the volatility in the market.

Commissioner Sargent reviewed each millage reduction.

Commissioner Tolland inquired what was being taken out of the General CIP Fund; whereby, Commissioner Sargent indicated the projects would be removed from the General CIP Fund but would remain funded by the reserves. She questioned what would happen to the mills that were being cut; whereby, Ms. McGuire stated the mills would not be available in future tax rates and would need to be added back, reviewing potential options for the future funds.

Commissioner Sargent suggested a workshop with the Budget Advisory Board and department heads within the next 30 days to review the self-DOGE and find ways to add funds back into the reserves. He explained during the workshop he would like to review the largest five contracts with the city. He noted 90 days after that workshop he would like to set strict expectations for staff findings to be presented.

Commissioner Deaton requested the Strategic Planning start earlier in the year and have the Commission set a budget expectation before going into the workshops to allow for realistic project selection by the Commission.

Commissioner Tolland understood Commissioner Sargent's proposal, noting she did not feel it was the right time to change. She expressed support for the self-DOGE workshop.

Commissioner Deaton inquired about the Parks and Recreation positions, noting Parks and Recreation Director, Robert Carolin, stated the positions were desperately needed. She struggled to approve cutting the positions and services.

Commissioner Sargent clarified no services would be cut as they would be funded by the reserve balance.

Commissioner Deaton inquired if the two Parks and Recreation positions would be cut; whereby, Commissioner Sargent stated they would be put on hold.

Commissioner Briley discussed the need for the two Parks and Recreation positions. He expressed concerns regarding utilizing reserves to fund positions or recurring expenses. He discussed flooding, underground pipes, and road stabilization. He explained he wanted lower taxes but wanted those items addressed.

Commissioner Sargent inquired what the millage would look like if the two Parks and Recreation positions were added back; whereby, Ms. McGuire stated it was 0.0195 mills added back, totaling 4.1716 millage.

Commissioner Tolland stated opposition to eliminating the two Parks and Recreation positions and the General CIP Fund millage. She noted the city was the second-lowest millage rate within Volusia County. She explained she wanted to make the best decisions for the residents of the city and to remain authentic.

Commissioner Briley clarified Commissioner Tolland was proposing to eliminate the Public Works and Risk Manager positions and inquired what the increase would be to keep the two Parks and Recreation positions; whereby, Ms. McGuire stated 0.0195 mills. He discussed projects that would not be approved and requested staff look into grant funds for them as they were a priority.

Commissioner Sargent stated the reserves would be used to fund the projects instead of the CIP millage. He inquired if the Field 1 project was delayed, how would it offset adding the two Parks and Recreation positions; whereby, Ms. McGuire stated he was proposing taking CIP money to fund ongoing expenses.

Commissioner Deaton stated Field 1 needed the Geotechnical review for the city to know how it could be handled; whereby, Ms. McGuire stated that was in the current budget.

Ms. Shanahan explained staff was looking into grant funds for Field 1.

Commissioner Tolland inquired if the plan was to return the used funds to the reserves; whereby, Commissioner Sargent explained he hoped the self-DOGE goal was to find funds to replenish the reserves. She stated she would not support removing the two Parks and Recreation positions and did not want to remove the CIP mills.

Commissioner Deaton supported removing the live-steaming project, Risk Manager position, and Public Works position and inquired what happened next budget.

Commissioner Tolland agreed with Commissioner Deaton, requesting the strategic planning workshops start sooner in the year with the goal of projects within a budget goal.

Commissioner Deaton requested staff add more budget workshops in future years.

Commissioner Tolland wished the discussion was done weeks before.

Ms. McGuire stated if the amendment was to pass, the millage would be eliminated. She explained if the funds were returned to the General Fund Reserves the millage would not be added back. She discussed additional fund revenue sources that typically help absorb the rate increases, noting it did not happen for the upcoming fiscal year. She suggested bringing back the financial trends workshop that was previously held during the month of March with prior Commissions.

Commissioner Briley inquired which projects were being pulled from the millage; whereby, Ms. McGuire reviewed the projects that would be pulled from the millage.

Commissioner Sargent noted those projects and services would all be funded by the reserves.

Commissioner Tolland expressed concerns regarding the removal of the millages.

Commissioner Sargent stated the millages could be added back next budget if desired; whereby, Ms. McGuire stated if the Commission directed staff to add back the millage they could, noting it would not allow for the tax rate to be flat, as it would be increased.

Commissioner Deaton stated new lights were needed at the soccer field.

Commissioner Briley expressed support of the self-DOGE to show residents the transparency they were requesting, noting the extra millage may need to return next budget to fund everything without utilizing reserves.

Ms. McGuire discussed the Commission set dedicated millages.

Ms. McGuire reviewed the millage reductions as proposed by Commissioner Sargent, noting the Leisure Services dedicated millage would be removed.

Commissioner Tolland expressed support of the Parks and Recreation dedicated millage and wanted it to remain in place. She voiced concerns with the timing of the amendment.

Commissioner Deaton and Commissioner Tolland stated they were a no on anything for Parks and Recreation being cut.

Commissioner Tolland discussed the needs and projects from the Parks and Recreation Advisory Board.

Ms. Shanahan clarified the dedicated millage was set internally by the Commission and was not legally required. She stated there was some flexibility with the capital projects due to the turnaround time of the larger projects, noting the city was very successful with getting grants.

Commissioner Briley and Commissioner Deaton discussed the dedicated millage.

Mayor Leslie reviewed the process, noting the large ticket items in the budget and discussed the first responders. He discussed Mr. Carolin's need for the two Parks and Recreation positions, the dedicated millages, the need to start workshops earlier in the year, and stated he was supportive of removing the Risk Manager position and Public Works position.

Commissioner Sargent inquired what the millage would be if just the Risk Manager position, Public Works position, and live-stream project were removed; whereby, Ms. McGuire stated it would be reduced by 0.0665 mills. She clarified the Resolution had the millage set at 4.4497 and with the items being removed, it would total 4.3832 mills.

Commissioner Deaton inquired what the savings for the annual average household would be; whereby, Ms. McGuire stated she did not have the numbers in front of her but guessed around \$70.

Commissioner Sargent and Commissioner Tolland withdrew their motion and second on the amended motion.

Commissioner Deaton motioned, seconded by Commissioner Sargent, to amend Resolution 2025-146 to reduce the millage to 4.3832 mills which would eliminate the Risk Manager position, Public Works position, and live-streaming funds.

Mayor Leslie recessed the City Commission meeting at 8:24 p.m.

Mayor Leslie resumed the City Commission meeting at 8:41 p.m.

Mayor Leslie stated with the amendment, the final operating millage rate for the City of Ormond Beach necessary to fund the fiscal year 2025-2026 budget was 4.3202 mills. He explained the rate was 10.66 percent above the rolled back rate of 3.9042 mills, noting the final debt service millage was 0.063 for the 2010 General Obligation Bond Sinking Fund.

Mr. Randy Hayes, City Attorney, stated the vote to be called was for the amendment to the underlying resolution.

Ms. McGuire clarified the amendment was to approve the final operating millage rate of 4.3202 mills, which was 10.66 percent above the rolled back rate and 5.34 percent above the current rate. She noted the debt service millage was 0.063 mills totaling 4.3832 mills.

Commissioner Sargent moved, seconded by Commissioner Tolland.

Call Vote:	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Leslie	Yes

Mr. Hayes asked the City Clerk to call the vote on the underlying resolution as amended.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
Carried.	Mayor Leslie	Yes

City Clerk Susan C. Dauderis read by legal title only:

B. Adoption of Annual Budget for the 2025-2026 Fiscal Year (SECOND READING)

ORDINANCE NO. 2025-29: AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2025-2026 FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Deaton to approve Ordinance No. 2025-29, on second reading, as read by title only.

Ms. McGuire stated an amendment would be needed based on the millage amendment reflecting a budget of \$52,356,211, explaining the revisions changed total appropriations to \$142,413,379 and the net budget to \$116,979,854.

Commissioner Sargent moved, seconded by Commissioner Tolland to approve Ordinance No. 2025-29, as amended.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
Carried.	Mayor Leslie	Yes

Mr. Hayes asked the City Clerk to call the vote on the underlying ordinance as amended.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
Carried.	Mayor Leslie	Yes

Ms. McGuire stated the CIP was on the Consent Agenda and what was approved was consistent with the agenda item, noting no amendment would be needed.

Mayor Leslie closed the Public Hearings.

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA & ON THE CONSENT AGENDA

Mr. Jeff Boyle, 614 North Halifax Drive, voiced opposition to the mailer received from Mr. Arnold and the message it portrayed. He discussed the negative impact the mailer and sender had on the community and the lack of trust building promised by Mayor Leslie. He apologized to the Zone Commissioners on behalf of the community.

Ms. Amber Bobak, 397 Collins Street, provided an update regarding the proposed Circle K near her neighborhood.

Mr. Erick Palacios, 3 Burr Oak Court, stated he was the Chairperson of the Ormond Beach Chamber of Commerce and expressed their appreciation for the city's support. He voiced opposition regarding the budget public hearing and the changes made during it. He requested a comment from Mayor Leslie on the mailer residents received.

Ms. Jodia Johana Stefano, 4 Arbor Lake Park Drive, commented on the number of police officers in attendance of the meeting. She discussed a public record submitted to the city and concerns around the way it was being handled. She reviewed her history with the city and interactions with the police department. She requested an audit of her claim to be reviewed by the Commission.

Ms. Jo Thacker, 390 North Orange Avenue, Orlando 32801, requested the Commission listen carefully to Mr. Alan Florez, noting she was available if there were any questions.

Mr. Alan Florez, 780 West Granada Boulevard, stated he was with Foundation Risk Partners (FRP). He suggested the city consider utilizing a piggyback contract for the

employee health benefit broker contract rejected at the September 3, 2025, City Commission meeting. He requested the Commission instruct staff to reach out to Foundation Risk Partners and their competitors and ask for a contract the city could piggyback.

Mayor Leslie reviewed the employee benefits broker Request for Proposals (RFP) issued. He explained the Commission could not change the scope of the plan due to the unions in place and their benefit requirements.

Mr. Hayes explained the RFP issued was on the existing coverage, he discussed the brokerage fees, and proposals provided by FRP. He noted any changes to the existing coverage and benefits had to be bargained collectively with the unions.

Commissioner Deaton inquired if a piggyback contract was a legal route; whereby, Mr. Hayes indicated it could be for the exact scope of the other entity. He explained a piggyback for material items worked, noting concerns for services due to the footprint of services changing from the other entities' contracts based on numerous factors. She discussed exploring options with FRP in the future.

Ms. Mary Greenlees, 94 North Andrews Drive, thanked the Commission for their work. She discussed the Budget Advisory Board members' work on the budget and the changes made since their review. She expressed concerns regarding the mailer received.

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - September 3, 2025

Mayor Leslie advised the minutes from the September 3, 2025, City Commission meeting were sent to the Commission for review and posted on the city's website for public viewing. He asked if there were any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the September 3, 2025, City Commission meeting minutes.

Motion passed by voice vote.

7. CONSENT AGENDA

Mayor Leslie advised the actions proposed for the items on the Consent Agenda were so stated on the agenda. He asked if any member of the Commission had questions or wished to discuss any items separately.

Ms. Shanahan requested Item 7C be pulled from the Consent Agenda due to conflicts of interest.

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of the Consent Agenda, absent Item 7C.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Leslie	Yes

A. Parks and Recreation - Fee Schedule 2025-2026

RESOLUTION NO. 2025-144: A RESOLUTION APPROVING AND AUTHORIZING REVISIONS TO THE CITY'S FEE SCHEDULE FOR CULTURAL AND RECREATIONAL PROGRAMS AND FACILITIES OPERATED BY THE PARKS AND RECREATION DEPARTMENT; AND SETTING FORTH AN EFFECTIVE DATE.

B. RFQ Award - Construction Management at Risk for Underground Utility Services

RESOLUTION NO. 2025-147: A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTINUING CONTRACTS WITH SIX PROFESSIONAL SERVICES FIRMS FOR CONSTRUCTION MANAGEMENT AT RISK FOR UNDERGROUND UTILITY SERVICES, UNDER RFQ 2025-41; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

D. **Disposition Item:** Riverside Drive Closures Fiscal Year 2025-2026

E. **Disposition Item:** Construction & Demolition Franchise Renewal, Waste Management Inc. Of Florida

F. **Disposition Item:** Contract Renewal - Ormond Beach Chamber Of Commerce

G. **Disposition Item:** Capital Improvement Program Fiscal Years 2026 Through 2030

H. **Disposition Item:** City Manager's Monthly Report, September 2025

City Clerk Susan C. Dauderis read by legal title only:

C. Property, Liability and Workers' Compensation Insurance

RESOLUTION NO. 2025-148: A RESOLUTION ACCEPTING PROPOSALS FOR THE PROVISION OF VARIOUS FORMS OF INSURANCE COVERAGE INCLUDING: PROPERTY, GENERAL LIABILITY, AUTO, INLAND MARINE EQUIPMENT, DRONE LIABILITY, STORAGE TANK LIABILITY, CYBER LIABILITY, ACCIDENTAL DEATH AND DISMEMBERMENT (LAW ENFORCEMENT AND FIREFIGHTERS), TENANT AND USERS LIABILITY (TULIP) (SPECIAL EVENTS), ACTIVE SHOOTER & MALICIOUS ATTACK/TERRORISM; PROFESSIONAL LIABILITY (EMTS AND PARAMEDICS), FLOOD, AND EXCESS WORKERS' COMPENSATION; AUTHORIZING THE EXECUTION OF DOCUMENTS RELATIVE THERETO; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Tolland and Commissioner Sargent explained they would abstain from the vote due to conflicts of interest and submit their Form 8B to the City Clerk.

Commissioner Briley moved, seconded by Commissioner Deaton, to approve Resolution No. 2025-148, as read by title only.

Commissioner Deaton stated the city saved around \$300,000 on the policy; whereby, Ms. Claire Whitley clarified there were coverage changes and the fee was slightly higher than before, noting there was an overall savings.

Commissioner Sargent discussed the self-DOGE, and putting items out to bid to save money.

Call Vote:	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Abstain
	Commissioner Sargent	Abstain
Carried.	Mayor Leslie	Yes

There were no further comments on the Consent Agenda.

8. PUBLIC HEARINGS

Mayor Leslie opened the Public Hearings.

City Clerk Susan C. Dauderis read by legal title only:

A. Amendment to Water & Wastewater Rates (SECOND READING)

ORDINANCE NO. 2025-30: AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; 22-71, SERVICE CHARGE ESTABLISHED; 22-136, MINIMUM WATER RATES; AND 22-137, MINIMUM WASTEWATER RATES; OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING WATER AND SEWER RATES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-30, on the second reading, as read by title only.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
Carried.	Mayor Leslie	Yes

Mayor Leslie closed the Public Hearings.

9. SECOND READING OF ORDINANCES

City Clerk Susan C. Dauderis read by legal title only:

A. Amendment to Solid Waste Collection Rates (SECOND READING)

ORDINANCE NO. 2025-31: AN ORDINANCE AMENDING SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Holland Loretta Riehl		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City of Ormond Beach	
MAILING ADDRESS 5 Broadview Rd		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Ormond Beach	COUNTY Volusia	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 9/17/25		NAME OF POLITICAL SUBDIVISION: Commissioner Zone One, Deputy Mayor	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Loretta Tolland, hereby disclose that on Sept 19,, 2025:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☒ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

My son works for a company that has submitted a RFP to the city.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

9/17/25

Signature

Loretta R Tolland

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Sargent - Travis - Craig</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Commission</i>	
MAILING ADDRESS <i>406 N. Beach St.</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
CITY <i>Ormond Beach</i>	COUNTY <i>Volusia</i>	NAME OF POLITICAL SUBDIVISION: <i>Commission</i>	
DATE ON WHICH VOTE OCCURRED <i>9/17/2005</i>		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Tavis Sargent, hereby disclose that on Sept. 17th, 20 25:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☒ inured to the special gain or loss of my business associate, work for Foundation Risk Partners.;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am an employee of Foundation Risk Partners.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

9/17/25
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Deaton moved, seconded by Commissioner Sargent to approve Ordinance No. 2025-31, on the second reading, as read by title only.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
Carried.	Mayor Leslie	Yes

City Clerk Susan C. Dauderis read by legal title only:

B. Amendment to Stormwater Rates (SECOND READING)

ORDINANCE NO. 2025-32: AN ORDINANCE AMENDING SECTION 22-158, UTILITY FEE ESTABLISHED, OF DIVISION 2, RATES AND CHARGES, OF ARTICLE V, STORMWATER DRAINAGE UTILITY, OF CHAPTER 22, WATER AND SEWERS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING THE STORMWATER UTILITY FEE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Tolland, to approve Ordinance No. 2025-32, on the second reading, as read by title only.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Deaton	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Leslie	Yes

10. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, and Requests

Ms. Shanahan provided details on upcoming meetings, workshops, events, state funds received for prior projects, recent heavy rainstorm statistics, and updates on city projects. She explained she would not be in attendance at the October 21, 2025, City Commission meeting due to a conflict and thanked the Commission for their hard work on the budget.

Commissioner Deaton commented on the horrific tragedies around the nation and locally over the last weeks, noting the importance of respect.

Commissioner Briley discussed the tragic loss of the Edgewater Police Officer David Jewell. He informed Commissioner Sargent he went by Osceola Elementary School, noting someone was mowing the grass; whereby, Commissioner Sargent stated Volusia County School Board member Krista Goodrich helped make that happen.

Commissioner Tolland reminded the Commission September was Suicide Prevention Month and wanted to raise awareness and remind others help was within reach.

Commissioner Sargent thanked all those involved with the budget process and

discussed the importance of healthy dialogue between the Commissioners. He informed everyone it was Constitution Day.

Mayor Leslie discussed the budget process and its importance. He reviewed the city's charter and organizational chart. He stated the claim he wanted to cut youth sports was a rumor and not true. He reviewed his previously suggested budget changes he would like for staff to look into before the next budget session. He expressed optimism for the 2026-2027 tax rate to be at the rolled back rate or lower, noting the city's millage rate compared to others in Volusia County. He encouraged residents to be involved with the city and sign up for email notifications regarding the Commission agendas on the city's website. He reviewed events he attended, and requested the city explore how to better implement new emerging technology within the city, including an Artificial Intelligence (AI) Advisory Board as suggested by Commissioner Sargent.

Mailer Residents Received

Commissioner Deaton expressed disappointment in the mailer the residents received from Mr. Arnold, noting the misinformation and trust breaking it instilled. She asked Mayor Leslie if he would honor his commitment to the Commission to work together; whereby, Mayor Leslie stated he would make a statement on the mailer in his closing remarks.

Commissioner Tolland requested to hear what Mayor Leslie had to say regarding the mailer in his closing comments. She expressed disappointment with the mailer and discussed the importance of working together.

Commissioner Sargent voiced disappointment with the mailer, noting the Commission was better than that and expressed hope the Commission could move past it. He discussed Suicide Prevention Month, noting the importance of checking in on friends, family, and strangers.

Mayor Leslie stated he was unaware of the flyer until he saw it a few days before the meeting, noting his shock.

11. ADJOURNMENT

Mayor Leslie adjourned the meeting at 09:48 PM.

APPROVED: October 8, 2025

BY:

Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.A.
Section	CONSENT AGENDA	Category	CRA - Resolution
Subject	Ormond MainStreet Fiscal Year 2025-26 Funding Agreement		
Recommended Action	Staff recommends approval of the Fiscal Year 2025-26 Service Agreement with Ormond MainStreet in the amount of \$100,000.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This item requests approval of the Fiscal Year 2025-2026 service agreement with Ormond Beach MainStreet (MainStreet) in the amount of \$100,000, for the purpose of performing services that support business growth, encourage the use and development of an Arts District, promote the Ormond MainStreet District, and conduct special events to attract visitors to experience the downtown. The Fiscal Year 2024-2025 service agreement was \$70,000. The request seeks an increase in the service agreement based upon the increased expenses for special events and expansion of the Art District functions.

Each year, MainStreet performs work pursuant to a contract with the City for services more appropriately done by a non-government organization. The contractual work includes marketing, promotions, a weekly Farmers Market, merchant support, and events designed to increase foot traffic into the downtown and bolster the City's reputation as a vital, interesting, and welcoming destination. MainStreet continues to better the experience for visitors to the downtown district through events, partnerships with other organizations, supporting the City in capital projects, grant and mural reviews. The service agreement allows MainStreet to have liquor during the Taste of Ormond event as requested in the September 8th letter (attached).

Financial Impact

Sufficient funding in the amount of \$100,000 is budgeted and available in the Fiscal Year 2025-26 Budget, Fund 104 - Downtown Community Redevelopment Area, to support this annual service agreement. These funds are restricted to the CRA.

Citizen Impact

MainStreet has been critical to the success and revitalization of the downtown area through numerous commercial, cultural, and civic activities that attract visitors and residents of all ages.

Attachments

1. 25-149 OB MS Agreement (P25-138G)
2. OMSI Agreement with Exhibit A FY 2025-2026
3. 24-25 Annual Report Final
4. Taste of Ormond Permit Request 2025
5. 09.30.2025, 25-26 Letter of Transmittal

RESOLUTION NO. 2025-149

A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Ormond Main Street, Inc. have, since February 6, 1996, entered into an annual agreement for the purpose of promoting economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District, and

WHEREAS, the Ormond Beach Main Street District is part of the City's Central Business District and areas adjacent thereto, and

WHEREAS, the City Commission approved Resolution No. 84-74 declaring the Central Business District ("District"), as described therein, to be a Community Redevelopment Area in accordance with section 163.357, *Florida Statutes*, and

WHEREAS, Resolution 84-74 further declared the City Commission to be the Community Redevelopment Agency ("Agency") for the District, and

WHEREAS, in accordance with section 163.387, *Florida Statutes*, the City Commission approved Ordinance No. 84-34 establishing a Redevelopment Trust Fund ("Trust Fund") for the Agency in accordance with the said statutory provisions, and

WHEREAS, by Resolution No. 87-4, the City Commission approved the Granada Boulevard Master Streetscape Plan (“Granada Plan”) as the official City policy and plan for the said area, and

WHEREAS, by Resolution No. 87-53, the City Commission approved the Bovard Avenue/Vining Court Master Streetscape Plan (“Bovard Plan”) as the official City policy and plan for the said area, and

WHEREAS, together the said plans comprised the Community Redevelopment Plan (“Plan”) for the said area, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution Nos. 89-262, 93-178, 93-252, 00-155, and 01-168 readopting and amending the Granada and Bovard Plans, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution No. 2004-181, amending the Granada Plan to provide the establishment of a Property Improvement Grant Program (“Grant Program”) for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2004-187 establishing conditions for the implementation of the Property Improvement Grant Program for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2007-157, adopting the updated master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2019-178, adopting the amended master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, individually and acting as the Community Redevelopment Agency for the Central Business District and areas adjacent thereto, desires to renew a Service Agreement with Ormond Main Street, Inc., for the promotion of economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District, a copy of the FY2025-26 Service Agreement being attached hereto and incorporated herein by reference, and

WHEREAS, the City Manager has certified that funds in the amount of \$100,000.00 for the renewal of the Service Agreement have been deposited to the credit of the Downtown Redevelopment Trust Fund (104) and has not been appropriated for any other purpose, and

WHEREAS, the City Commission finds that the allocation of public funds to Ormond Main Street, Inc. for the purposes that are stated in the agreement serves a clearly identifiable and concrete public purpose as the primary objective, has a reasonable expectation that such purpose will be substantially and effectively accomplished, and that the public funds are not provided for general functions or purposes of Ormond Main Street, Inc. The City Commission further finds that the purposes described herein are consistent with the legal principles described in O'Neill v. Burns, 198 So.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975), now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute the Service Agreement on behalf of the City/Agency with Ormond Main Street, Inc., for the promotion of economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District, and to pay the cost therefor from the Downtown Redevelopment Trust Fund. The City Commission, individually and acting as the Community Redevelopment Agency for the Central Business District and areas adjacent thereto, further ratifies and affirms all preceding agreements between the City and Ormond Main Street, Inc., regarding the Ormond Beach Main Street District. Said Agreement shall be effective retroactively from October 1, 2025.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of October, 2025.

JASON LESLIE

Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk

**2025-26 SERVICE AGREEMENT
FOR ORMOND MAIN STREET**

THIS AGREEMENT is made by and between the **CITY OF ORMOND BEACH** ("**CITY**"), a Florida municipal corporation **COMMUNITY REDEVELOPMENT AGENCY** for the Central Business District and adjacent areas as created by Resolution 84-74 ("**AGENCY**"), and **ORMOND MAIN STREET, INC. ("OMSI")**, a Florida non-profit corporation, for the purpose of promoting the economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street district depicted in Exhibit "A" hereto, inconsideration of the terms and conditions described as follows.

1. **Recitals.** The recitals described above are incorporated herein by reference and are part of this Agreement.
2. **Public Purpose.** The allocation and expenditure of public funds herein provided are intended to serve clearly identifiable and concrete public purposes as the primary objective of this agreement, has a reasonable expectation that such public purposes will be substantially and effectively accomplished, and that the public funds provided herein are not to be used for general functions or purposes of **OMSI**. The parties determine that the use of the public funds are intended to satisfy the "public purpose" principles established in O'Neil v. Burns, 198 So.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975)."
3. **Term.** This Agreement shall be effective from October 1, 2025, and shall continue in effect through and including September 30, 2026. Thereafter, this Agreement may be renewed for additional one (1) year periods based upon the fiscal calendar of the **CITY/AGENCY**, which fiscal year begins on October 1st of a given year and ends on September 30th of the following year.
4. **Responsibilities of the Respective Parties.** **OMSI** shall be responsible for the following:
 - a) Advertising the Ormond Main Street District, its brand, businesses, events and opportunities via all traditional media avenues, as well as social media and internet sites;
 - b) Provide the opportunity for four (4) advertising grants for new businesses this fiscal year;

- c) Improve and upgrade as required the web sites devoted to Main Street, Arts District and Farmer's Market and associated social media sites;
- d) Conducting Riverfest Seafood Festival, Granada Grand Festival of the Arts, the Ormond Beach Celtic Festival, Taste of Ormond, Christmas in July, and Small Business Saturday as community events of the fiscal year;
- e) Maintain and improve Community Redevelopment Agency district maps for tourism, as well as arts and culture. These maps may be print or digital;
- f) Strengthen the Arts District: **OMSI** continues to work to provide increased opportunities for artists, both visual and performing, to produce creative work here in Ormond Beach. Anticipated projects include:
 - i. Expanding the Granada Grand Festival of the Arts to a full weekend event.
 - ii. Encouraging and seeking opportunities for murals within the downtown district.
 - iii. Supporting an additional two small arts events during the year.
 - iv. Providing a rotating gallery space for local artists at the new **OMSI** office.
 - v. Assisting Planning Department staff with district 'aesthetic improvements' projects including public art implementation.
- g) Create and maintain effective events to bring increased foot traffic and public awareness to the district.

For the services rendered above, the **CITY/AGENCY** shall pay to **OMSI**, \$100,000.00 in quarterly installments of \$25,000.00 on October 17th, January 2nd, April 1st, and July 1st. Such payments shall be considered a fee for service and are not to be used for normal organizational operational costs.

5. Main Street Core Responsibilities: Funds generated by **OMSI** through membership, special events and fundraising shall be used to cover expenses for the following:

- a) Maintaining and seeking to expand membership.
- b) Implementation of new events.
- c) Maintenance of the Farmers Market.
- d) Administrative costs including participation in Florida Main Street and National Main Street.
- e) A monthly e-newsletter promoting business and activity in the CRA district.

- f) Collecting and disseminating data, providing assistance to various **OMSI** and **CITY/AGENCY** committees and workshop groups, and attending various meetings relative to such tasks.
 - g) Assisting with the maintenance and update of data related to CRA district properties, including vacancies and business changes.
 - h) Promoting the Ormond Beach Main Street District program, thereby increasing the base for new business development.
 - i) Assist applicants for Property Improvement Grants and **CITY/AGENCY** staff with the TIF funding process in the Ormond Beach Main Street District.
 - j) Assist applicants developing in the downtown and **CITY/AGENCY** staff with SPRC meetings for all projects in the Ormond Beach Main Street District.
 - k) Assist in recruiting and retaining businesses.
 - l) Encourage property owners to redevelop property and recruit businesses to fill vacant spaces.
 - m) Assist **CITY/AGENCY** staff with the review/design/implementation of downtown capital projects.
6. **Board Appointment.** The City Manager and City Commission shall each be entitled to appoint one (1) member to the Board of Directors of **OMSI**.
7. **Termination of Agreement.** Either party may terminate this Agreement without cause upon giving the other party at least sixty (60) days prior written notice of the intention to terminate this Agreement.
8. **Relationship of Parties.** Neither the **CITY/AGENCY** (including any of its elected or appointed officers, employees, agents or other representatives) nor **OMSI** (including any of its directors, officers, employees, agents or other representatives) are the employee, agent, or other representative of the other party; and all activity performed by either party pursuant to and in furtherance of this Agreement, whether directly or indirectly related to this Agreement, shall constitute the separate and independent act of the respective party performing said act.
9. **Liability and Indemnification.** **OMSI** shall fully defend, indemnify, save, and hold the **CITY/AGENCY** (including its elected and appointed officers, employees, agents, and other

representatives) harmless from and against all suits, action, claims, proceedings, demands, or liability of any nature whatsoever (including attorney's fees through and including all appeals), arising from injury, loss, or damage to any person or property, which is directly or indirectly caused by or results from any act or negligence of **OMSI** (including its directors, officers, employees, agents and other representatives).

10. Miscellaneous. **OMSI shall:**

- a)** Obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge **OMSI**'s duties under this Agreement.
- b)** Be solely responsible for paying all costs relative to the discharge of its duties under this Agreement, except as otherwise indicated herein.
- c)** Comply with all applicable federal, state, and local laws, rules, and regulations.
- d)** Have the option to serve beer, wine and liquor during the **OMSI** "Taste of Ormond" event under the following conditions:
 - Any profits of the sale of alcohol during the "Taste of Ormond" event shall directly benefit **OMSI** operations.
 - **OMSI** must ensure that **OMSI** and any vendors comply with state liquor licensing, and all state and local regulations.
 - **OMSI** shall maintain liquor liability insurance of no less than 1 million per occurrence naming the **CITY/AGENCY** as an additional insured, and shall require any vendors selling alcohol to provide proof of liquor liability insurance in the same amount.
 - **OMSI** shall indemnify and hold the **CITY/AGENCY** harmless from any liability resulting from any personal injury or property damage occurring as a result of any service or sale of alcohol at the **OMSI** "Taste of Ormond" event.
 - **OMSI** is ultimately responsible for maintaining appropriate safety and security at the "Taste of Ormond" event where alcohol is served or sold, and supervision by **OMSI** staff is mandatory.

- The **CITY/AGENCY** shall have the right to terminate alcohol sales or service at the **OMSI “Taste of Ormond”** event if any of the above conditions are not met.

11. Florida Public Records Law. Main Street expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- b) 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, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract 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 in a format that is compatible with the information technology systems of the City.
- e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

12. Assignment. Neither this Agreement nor any part thereof may be assigned to any other person or entity without the prior written consent of the City Commission.

13. Sovereign Immunity. The **CITY/AGENCY** expressly retains all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the **CITY/AGENCY**.

14. Complete Agreement. This Agreement constitutes the entire and complete agreement by and between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

15. Amendments. This Agreement may not be amended unless such changes are reduced to writing, which amendments must be approved by the City Commission and signed by both parties.

IN WITNESS WHEREOF, the undersigned parties have caused this Service Agreement to be signed on the dates indicated here in below.

DATED this __ day of _____, 2025.

WITNESSES:

CITY OF ORMOND BEACH, a Florida
municipal corporation acting as the
**CITY OF ORMOND BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Signature: _____
Print Name: _____

By: _____
JASON LESLIE
Mayor, City of Ormond Beach
and Chairman, Central
Business District CRA

Signature: _____
Print Name: _____

Attest: _____
JOYCE SHANAHAN
City Manager

DATED this __ day of _____, 2025.

WITNESSES:

ORMOND MAIN STREET, INC., a Florida
corporation

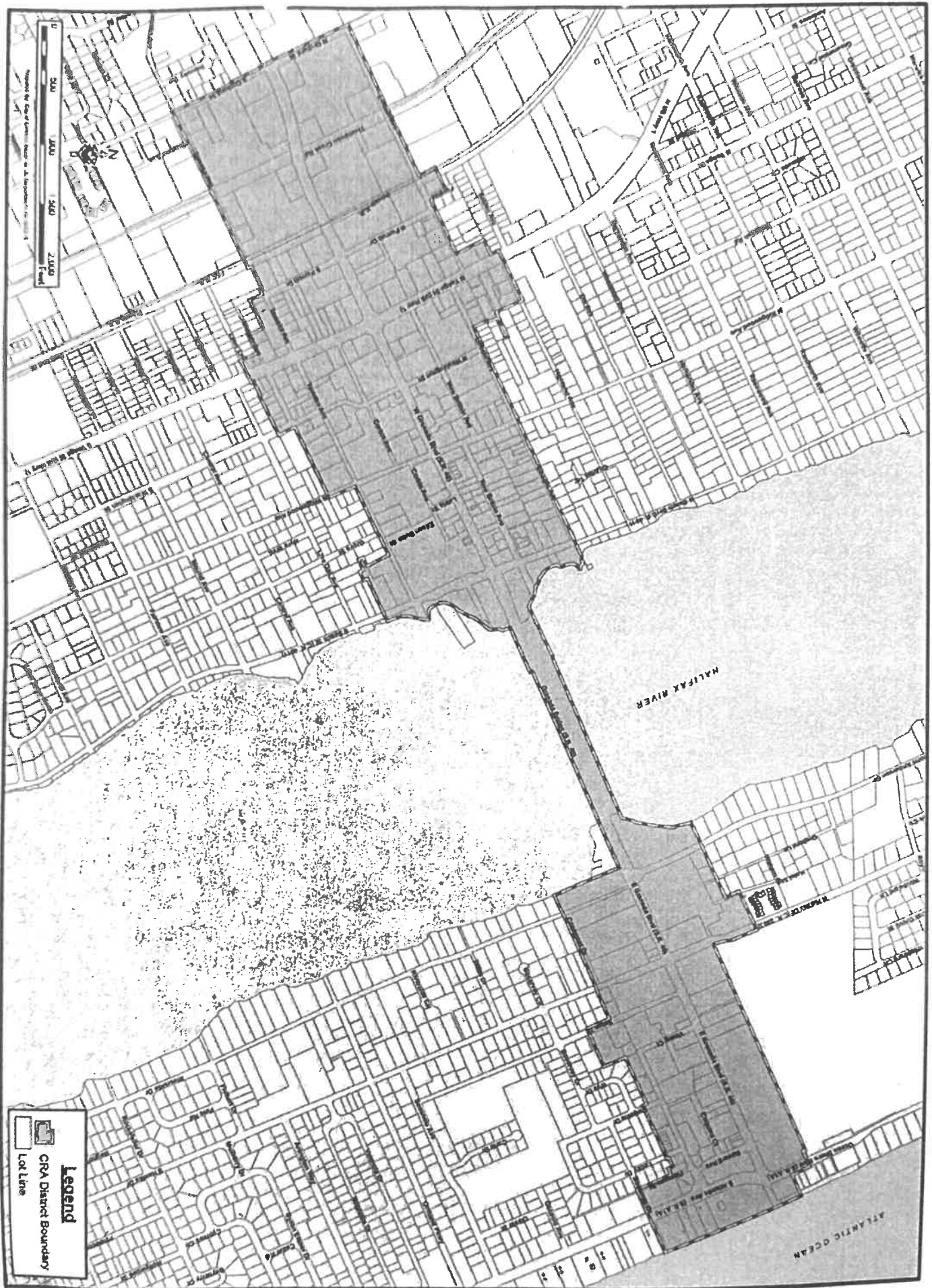
Signature: _____
Print Name: _____

By: _____
President

Signature: _____
Print Name: _____

Attest: _____
Executive Director

-6 of 7-





Mission Statement: dedicated to enhancing quality of life for Ormond Beach residents by hosting premiere community events; providing resources & individualized support to small businesses; partnering with local government on innovative projects; & advocating for the arts, history & culture in Historic Ormond Beach.

ANNUAL ACTIVITY REPORT 2024-2025

Over the past year, Ormond Beach Main Street has continued to serve as a catalyst for **community vitality, economic stability, and cultural enrichment** in our beloved **Historic Ormond Beach**. Through strategic partnerships, innovative programming, and steadfast advocacy, we have worked hand-in-hand with local businesses, residents, and city leaders to strengthen Ormond Beach's identity as a vibrant destination and a cherished "third place" for our community. This report highlights the **measurable impact** of our work over the **2024-2025 Fiscal Year**, as well as the lasting value Ormond Beach Main Street has contributed to the city for 30 years—efforts that would be far more costly to replicate through city resources alone, underscoring the efficiency and strength of our ongoing partnership.

In a time when connection matters more than ever, we remain dedicated to **fostering the Historic Ormond Beach District as the heart of our city**—a space where residents gather, belong, and strengthen the bonds that make our community thrive.

Ormond Beach MainStreet and Local Community:

- **65** annual and event-based **sponsorships** from local businesses
- **4,500 +** total volunteer hours = **\$160,000+** value in-kind contributions (national value)
- **Five major events**—including **Riverfest Seafood Festival, Ormond Beach Celtic Festival, and Granada Grand Festival of the Arts**—brought over 30,000 people to the CRA District. All events were a success, with this year's Celtic Festival attracting **visitors from every state. Small Business Saturday and Christmas in July** also achieved record attendance.
- Once again, **300 fishing poles** were given away to children under twelve at this year's Riverfest as part of our annual **Kid Fish program**. The program, based on guidelines provided by Florida Fish and Wildlife, requires the children to go through an ethical angling course before receiving their poles. This program is supported through a grant from Fish Florida, and bait from Ike's Granada Pier Bait & Tackle.
- OMS provides manpower, underwriting, **planning support and marketing for other organizations and events in the CRA District**, including the Ormond Beach Chamber of Commerce, Ormond Memorial Art Museum, Ormond Beach Historical Society, The Casements, Tomoka Poets, Volusia Region Antique Auto Club of America, both Ormond Beach Rotary Clubs, Ormond Beach Arts District, Ormond Art Walk, City of Ormond Beach, and more. OMS also played a key role in planning and/or sponsoring Ormond

Burger Week, Shave for the Brave, International Festival, Sip, Savor & Stroll, and other community events.

- **50** Farmers Markets at City Hall brought approximately **20,000** people to the center of the City.
- **Continued advocacy for the Historic Ormond Beach** district throughout the year. Executive Director attends and presents at quarterly Economic Prosperity Hour, Volusia County Economic Development Events, Volusia Civic League, Youth Career Days, Convention & Visitors Bureau workshops, and other civic organization meetings.
- We continue to work with the **Ormond Beach Chamber of Commerce** on the **Ormond Leadership program**. OMS Executive Director serves as Chairwoman for the 9-week program for local professionals.
- Ormond MainStreet's volunteer arrangement with **Seabreeze High School** helps to foster youth development, and helps raise funds for various school programs, including the Seabreeze's AICE program, Key Club and Design program. Following this year's donation, OMS has donated **over \$20,000 to Seabreeze programs** since 2013.
- **19** leaders representing OMS Board of Directors, and **5** guiding committees (both meeting monthly), **10+** subcommittees (meeting regularly throughout the year), and **thousands of volunteer and staff** hours were utilized to provide these services to our community.

Ormond Beach MainStreet and City Government:

- This year, with new leadership on the City Commission, OMS warmly **welcomed our new Mayor**, helping him become acquainted with our organization, inviting him to events, and connecting him with community leaders. As always, we remain available to all commission members throughout the year as a resource and partner.
- We continue to partner with the **Planning Department** by serving as the review committee for Building Improvement Grants, special exceptions requests, new construction projects, and other applicants.
- **OMS Design Committee** advised with City Planning & Public Works Departments on projects approved for the CRA in the current fiscal year budget including the sidewalk banding project and FDOT projects. We shared in the celebration of the long-awaited completion of the **Cassen Park Redesign Project** in August, and assisted Ike Leary with a Grand Opening celebration of his own, for Granada Pier Bait & Tackle. The committee is making progress on additional beautification goals for the district.
- Main Street Executive Director served on the **Public Art Master Plan** Steering Committee, providing feedback, research, and touring the consultants around the CRA during their visits. The final Master Plan was completed and officially adopted in June 2025, reaffirming how public art can enhance quality of life, as it has in communities across Florida.
- OMS continued to concentrate efforts on **publicizing usage of our recreational assets, parks** and other services within the District, spending dollars on social media campaigns and the design, print and distribution of promotional flyers.
- This year, Ormond Main Street held **50 Thursday morning Farmers Markets** on City Hall Plaza as part of its contract with the City. During high season, we now expect about 1,000 visitors to the market per week, and 30+ vendors, growing attendance to approximately 20,000 annually.

- OMS staff members serve on the **Home for the Holidays parade planning** committee and Ormond MainStreet continues to provide music and hospitality tent.
- OMS **sponsored numerous City of Ormond Beach events** including Home for the Holidays Parade, Independence Day Celebration, Art in the Park , State of the City Banquet, State of the County, The Casements' Father-Daughter Dance, and more.

Ormond Beach Main Street and Local Business

This year, while we welcomed several wonderful new businesses to the district, we also bid farewell to a few establishments. Economic uncertainty and broader market challenges have at times left parts of the business community feeling less stable, emphasizing the importance of supporting local entrepreneurship and fostering resilience.

Nonetheless, we were thrilled to embrace the **new businesses** joining our district, including popular eateries **Margarita Island**, and **First Watch** in Granada Plaza, as well as retail additions **The Flower Bar and The Ormond Collective**—an indoor local artisan market opened by an existing district business owner—in Downtown Ormond. Enhancing our recreational offerings, **Backwater Provisions, Hustle House, Grey Carts & E-Bikes, and Wave Wheels** also opened their doors to the active customer this year. We also cheered on the expansion of **Novel Tea Bookshop** with the addition of a full-service cafe, and we look forward to the relocation of **Beachside Angie's**, and at last, the reopening of historic treasure, **Billy's Tap Room**. We remain committed to making Ormond Beach a place where businesses can flourish and feel at home. Additionally, we:

- Maintained an active **merchants-only Facebook group** for district business owners (nearly 250 members), providing resources, grant opportunities and other important announcements multiple times each week.
- Leveraged affiliations with **Florida Main Street** and **Main Street America** to provide up to date information on grants and **best business practices**.
- Coordinated **small business-focused events**, including **Small Business Saturday** and **Christmas in July**, that drive new foot traffic to locally owned stores and restaurants while highlighting the vitality and unique character of the district's businesses. More than 40 businesses participated in each event. Participant surveys reported that Small Business Saturday was once again the **most profitable day of the year** for several businesses and introduced many **new customers** to the district. Christmas in July also celebrated a **record year**, boosted by a **feature on Fox35's Good Day Orlando**, with participants noting not only increased visitor numbers but also a significant influx of new **customers from the Orlando area**. Ormond Beach MainStreet manages all aspects of these events, including business registration, promotion, sponsorship, and the production and distribution of signage and materials.
- **Advertisements and feature articles** promoting Ormond businesses and activities were published regularly in Daytona Beach News-Journal, Ormond Observer, Hometown News, Palm Coast Observer, Flagler Live, Ormond Magazine, Southern Stone radio stations, and more.
- Our **digital presence** continues to grow including maintenance of our social media platforms (combined 40,000+ followers) and monthly e-newsletter reaching more than almost 7,000 subscribers.

- Conducted **regular check-ins with business and property owners** - both in person and digitally - and followed up with relevant information.
- Identified and welcomed **new businesses** to the district and offered our support, grant opportunity, promotion, hospitality, and a business direct newsletter on educational opportunities and upcoming events.
- Partnered with local owners to launch a **new experiential holiday attraction**, providing guidance on business planning, site research, and partner outreach. This exciting addition will **position Ormond Beach** as a premier holiday destination for families and generate positive spillover for neighboring businesses.
- Published a monthly **business-direct newsletter** with information about funding, educational opportunities, marketing support and upcoming events.
- Held **monthly merchants' meetings**, taking place at a rotating small business, giving local businesses owners an opportunity to cross promote and collaborate.
- Awarded (3) **\$500 marketing grants** to new district businesses.

Ormond Beach MainStreet and the Arts

- Assisted Ormond Arts District in organizing, fundraising, and **launching the Seward Johnson Sculpture Tour** in November, featuring 13 life-like painted bronze statues throughout the CRA. The exhibition invited residents and visitors to explore, engage, and delight in the heart of Ormond Beach. Over 6,000 printed maps were distributed, the Arts District website saw a 170% increase in traffic, and social media interactions numbered in the thousands. The response was **overwhelmingly positive**—residents loved the experience and were sad to see the sculptures go. OMS sponsored the Monet sculpture at The Casements. The tour was **a landmark moment for public art in our city**, showing how thoughtfully executed projects can foster pride, connection, and community engagement. Planning for a second tour in January 2026 is already underway.
- Continued to work alongside our sister 501c3 – **Ormond Beach Arts District**. Executive Director Ms. Parker serves as a board member, while longtime OMS board member Judy Stein serves as Vice President. The partnership provides stability, mutual support as well as a meeting space, shared supplies and project assistance.
- Continued to promote **Ormond Beach Mural Program** and conducted introductory meetings with district property & business owners interested in sponsoring a project.
- Continued promotion of the **monthly Ormond Beach Art Walk**. The Art Walk happens on the first Saturday of each month and includes galleries and venues on both sides of the Halifax. Main Street provides shuttle bus service during the walk as well as marketing for the event.
- The **Granada Grand Festival of the Arts** had its most successful event in 9 years, bringing nearly 6,000+ people to New Britain Avenue for a day of fine art, crafts, food and jazz. Several downtown restaurants reported a 50% uptick in business over a normal Saturday, and 2 eateries once again reported it to be their busiest day of the entire year. Back for it's second year, we celebrated the Ormond Beach Spoken Word Competition, expanding the types of arts we bring, and the audiences we reach.
- Continued to showcase an **"Artist of The Month"** at the Ormond Main Street office, featuring a rotating local artist, also promoting them on social media.

- Sponsored & co-hosted the **34th annual Starry, Starry Night** event along with Ormond Memorial Art Museum and The Casements.
- **Promoted all arts & culture** related activities that take place throughout the district via social media platforms, and continued printing and distribution of **Arts District Maps**.

Additional Ormond Beach Main Street Accomplishments

- OMS was recognized at the **Florida Secretary of State Awards** this year for its **30 years as a Main Street Program**. We also were awarded the **“Sunshine Booster” award**, for our contributions to the growth of public art in Ormond Beach, a recognition we proudly share with our City leaders.
- **Achieved National MainStreet Center accreditation for the 11th** year in a row. Only a few hundred of several thousand programs across the nation receive this honor.
- Conducted **advocacy work at the state capitol in Tallahassee** three times, regarding legislature for Community Redevelopment Areas, Main Street programs, small business resources, and historic preservation. Played a key role in educating communities across the state on developments of important bills, proposals, and funding initiatives.
- One of the most exciting highlights of the year was the attention Ormond Beach received from **major Orlando media outlets**—coverage we earned through strategic pitching and persistent effort. In February, our city was featured as the destination for **News Channel 6’s “Hit the Road,”** showcasing the people, places, and organizations that make Ormond Beach special. The team broadcast live from Downtown Ormond and filmed multiple special segments throughout the district and city. Later in the year, **Fox35** highlighted our Christmas in July event on their popular **Good Day Orlando** segment, introducing a new audience to the district and sparking additional positive media attention for our city’s businesses and events, on an ongoing basis. These features put Ormond Beach on a larger stage, reinforcing its vibrancy and appeal.
- OMS Executive Director serves as a part of **Florida Main Street’s mentoring program**, assisting new Executive Directors across the state of Florida, as they learn to lead their programs and get to know the Main Street model. She also advises local and regional groups who are considering entering into a Main Street program.
- Staff members and board members completed **continuing education** training through state and national conferences, local seminars and web-based curriculum.
- Secured funding through the State of Florida for an update to our **City’s Historic Survey**, at no cost to City of Ormond Beach. Consultants and historians visited and began assessments of historic assets, and are near completion of their report, at which time will be provided to City Planning Department.
- Daytona Beach Convention and Visitors Bureau; **Winner, 2025 Best Arts, Heritage and Cultural Event** – Ormond Beach Riverfest Seafood Festival. Hometown News; **Winner, 2024 Best Family Events and Activities** – Ormond Beach Main Street (organization); Daytona Beach News-Journal Community Choice Awards; **Finalist, “Best Local Festival”** – Ormond Beach Celtic Festival. Many of our District businesses also received “Best Of” awards, for their service & contributions.



A Florida Main Street Community

**Board of Directors
2024-2025**

Thomas Caffrey, President
Nancy Cortez, Vice President
Robin Faber, Secretary
Eric DeVriese, Treasurer
Whitney Williams, Design Committee Chair
John Adams, Economic Vitality Chair
Caryn Baker
Dorian Burt
Robert Coleman
Frank Ganz
Billie Joe Kaler
Jennifer King
Thomas MacDonald
Bill Partington, II
Lisa Rademacher
Bill Rice
Judith Stein

Ex Officio Members

Lori Tolland, Ormond Beach
City Commissioner
Steven Spraker, Planning Director
City of Ormond Beach
Debbie Cotton, President & CEO
Ormond Beach Chamber of Commerce

Community Partners

The City of Ormond Beach
Ormond Memorial Art Museum
The Casements Cultural Center
Ormond Beach Historical Society Ormond
Beach Chamber of Commerce Ormond
Beach Arts District

Executive Director

Rebecca Parker

Event & Community Relations

Manager

Jade Faber

Annual Sponsors

Adams, Cameron & Co. Realtors
Advent Health
Florida Power & Light
Foundation Risk Partners
Highlander Corporation
Money Pages
Ormond Observer
Realty Pros Assured
Ritchey Cadillac
Ritchey Buick GMC
Security First
S.R. Perrott

ORMOND BEACH MAIN STREET

44A W. Granada Blvd.
Ormond Beach, FL 32174
Phone: (386) 492-2938

September 8, 2025

Commissioners, City of Ormond Beach
Mr. Steven Spraker, Senior City Planner
22 S. Beach St.
Ormond Beach, FL 32174

Re: Special Event Permit for Taste of Ormond 2025

Dear Commissioners & Mr. Spraker,

Mr. Spraker & Ormond Beach City Commissioners,

I am writing to request authorization for Ormond Beach Main Street to serve liquor at our upcoming "Taste of Ormond" on Sunday, October 19, 4PM – 7PM. *Taste of Ormond* is a cherished tradition that brings together residents and visitors to celebrate Ormond's vibrant culinary scene, and it is also our only annual fundraising event. While we obtain a temporary alcohol license from the Department of Business & Professional Regulation which allows us to serve all types of alcohol, the current city ordinance limits our special event permit to serve only beer & wine on public property.

Being granted permission to serve liquor will allow us to host a special 'Mixology Experience' as a ticketed addition to the afternoon, enhancing guest experience and freshening this long-standing event. It will also allow distributor and sponsor, S.R. Perrott, to offer free tastings of their premixed cocktails, (approximately 2 ounces), alongside samplings of their other products. We do not plan to *sell* cocktails or liquor during the 3-hour event.

We are confident that with your backing, the *Taste of Ormond* will continue to be a beloved celebration that highlights the best of what our city has to offer. Please contact me at any time with any questions or concerns.

As always, thank you for your continued support of Ormond Beach Main Street initiatives and events.

Sincerely,

Becky Parker

Rebecca Parker & Jade Faber
Executive Director & Event &
Community Relations Manager
Ormond Beach MainStreet, Inc.
Becky@ormondmainstreet.com
& jade@ormondmainstreet.com
Office: (386) 492-2938



Ormond Beach MainStreet

P.O. Box 2917
Ormond Beach, FL 32175

**Board of Directors
2024-2025**

Thomas Caffrey, President
Nancy Cortez, Vice President
Robin Faber, Secretary
Eric DeVriese, Treasurer
Bill Rice, Design Committee Chair
John Adams, Economic Vitality Chair
Caryn Baker
Dorian Burt
Thays Franca
Frank Ganz
Billie Joe Kaler
Johnny Long
Thomas MacDonald
Brian McMillan
Bill Partington, II
Lisa Rademacher
Judith Stein
Kevin Wakefield

Ex Officio Members

Travis Sargeant, Ormond Beach
City Commissioner
Steven Spraker, Planning Director
City of Ormond Beach
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Advent Health
Florida Power & Light
Foundation Risk Partners
Highlander Corporation
Money Pages
Ormond Observer
Realty Pros Assured
Ritchey Cadillac
Ritchey Buick GMC
Seacoast Bank
Security First
S.R. Perrott

September 29, 2025

Mr. Steven Spraker
Planning Director
City of Ormond Beach Planning Department
22 S. Beach St.
Ormond Beach, FL 32174

Re: Contract renewal with Ormond MainStreet, Inc.

Dear Mr. Spraker,

Ormond MainStreet, Inc. would like to seek an allocation of \$100,000 within the 2025-2026 budget cycle for the Ormond Beach Community Redevelopment Agency (CRA) funds for the work provided to the City of Ormond Beach by Ormond MainStreet, Inc. We are seeking an increase in the service agreement for increased expenses with special events and expansion of the Art District functions.

Our contractual work for the City includes marketing, promotions, the weekly Ormond Beach Farmers Market, support of local arts and culture, merchant support, and events large and small, all designed to increase foot traffic into the Historic Ormond Beach district, and bolster the City's reputation as a vital, interesting and welcoming destination. The Taste of Ormond is scheduled in October and Ormond MainStreet requests the option to serve beer, wine, and liquor at this event. Ormond MainStreet continues to meet existing and long-term commitments, while implementing new programs and initiatives in order to promote and strengthen the Ormond Beach downtown area. This year's service agreement includes for Ormond MainStreet to provide the maintenance of traffic for the Riverfest Seafood Festival, Granada Grand Festival of the Arts, and the Ormond Beach Celtic Festival

We are excited to remain an important part of the City's place-making efforts. Our partnerships with local organizations continue to extend our reach into the community. We are working hard to build success for downtown businesses by providing them with collaborative marketing, merchant-focused events, and a welcoming community where they regularly share their successes and challenges. We are investing in people and systems that strengthen the sustainability of our organization, enabling us to serve the community for generations to come. We have taken steps to update our strategic plan this year and are reenergized by the plans and goals the board of directors have all come together to agree upon. As always, our work with the City's Planning and Economic Development departments remains the cornerstone of our success.

Please let me know if you have any questions or concerns about our proposal. I look forward to another successful partnership with the City of Ormond Beach.

Sincerely,



Rebecca Parker
Executive Director
Ormond Beach MainStreet, Inc.
Becky@ormondmainstreet.com
386-492-2938



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.B.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Work Authorization - Sanchez Park Fishing Pier Replacement		
Recommended Action	Staff recommends approval of the Guaranteed Max Price Work Authorization, under the City's Construction Management Services on a Continuing Basis contract with Bomar Construction, Inc., to replace the Sanchez Park Fishing Pier in the amount of \$220,631.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Public Works - Engineering David Martin, Senior Engineer		

Summary

The purpose of this item is for the replacement of the fishing pier at Sanchez Park, as the pier has reached the end of its useful life. The pier needs to be replaced this year to guarantee an enjoyable and safe experience for Ormond Beach citizens.

Approving the Guaranteed Maximum Price Work Authorization (WA), under the City's Construction Management Services on a Continuing Basis contract with Bomar Construction, Inc., allows for an experienced and proven team to handle the pier replacement. The fishing pier removal and replacement consists of the following scope of work:

- Remove approximately 2,040 SF of existing fishing pier and 402 SF of access walkways. Replace with new in same location and footprint as existing.
- Install new wood pilings using CCA 2.5 with 8" butt. New pilings to imbed 10' into soil. New decking will be approximately 18" higher than existing decking.
- Due to fishing pier raising 18" the 4 ramps and railings will be extended by 402 SF to the East. Provide wood grip railings for ADA at both sides of 2 entry ramps (far North and far South ramps).
- All PT lumber will be DSS #1 pressure treated material.
- Wood decking for the overlook using Grade #1 2" x 6" decking with stainless steel screws.
- New railings will be 42" above decking with intermediate railing secured to pilings with screws. Top cap will 2" x 8" PT, horizontal railings will be 2" x 6" PT. (3) 30" high sections will be provided for accessibility.
- Install new stainless-steel straps and fasteners

- Install (6) new benches 8' long
- Contractor will work with the city to remove and reinstall tide monitoring devices on new piers. City to recalibrate as needed for new deck height.

Financial Impact

Funds are included in the FY 2025-26 budget of Fund 317- Facilities Renewal & Replacement Fund to award this project.

Citizen Impact

The work will have minimal impact on citizens. Once completed, citizens and visitors can resume using the fishing pier.

Attachments

1. 25-150 Sanchez fishing pier-Bomar (P25-0108G)
2. Bomar Work Authorization

RESOLUTION NO. 2025-150

A RESOLUTION ACCEPTING A PROPOSAL FROM BOMAR CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE SANCHEZ FISHING PIER REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Contract for Construction Management Services between the City and Bomar Construction, Inc., the appropriate City staff members have negotiated with Bomar Construction, Inc. to provide construction management services for the Sanchez Fishing Pier replacement project (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$220,631.00, and

WHEREAS, the City Manager has certified that funds for the Project have been appropriated to the credit of the Facilities Renewal & Replacement Fund (317) and that these funds have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal submitted by Bomar Construction, Inc. to perform the Project at a total cost not to exceed \$220,631.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with Bomar Construction, Inc. for the performance of

the Project at the said price, and to pay the cost thereof from the Facilities Renewal & Replacement Fund.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of October, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated September 7, 2022 between the City of Ormond Beach, Florida, and Bomar Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Sanchez Park Fishing Pier Replacement

Project Description: Construction Management Services for all labor, equipment, and materials to replace the fishing pier, access walkways, and 2 benches at Sanchez Park in the same footprint as the current pier. The work will include new wood pilings, decking, railings, and will raise the pier decking 18 inches above the current pier's height, as detailed in the attached proposal dated July 21, 2025.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Sanchez Park Fishing Pier Replacement	Guaranteed Maximum Price	\$220,631.00
Total Fee Authorized:	Not to Exceed	\$220,631.00

Funding Source: Facilities R&R Fund (317)

Estimated Time for Completion: 2 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
BOMAR CONSTRUCTION, INC.

By: _____
Jason Leslie
Mayor

By: _____
Leonard Marinaccio, III
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

BOMAR CONSTRUCTION, INC.

CGC 1517931

27 S. ORCHARD ST., ORMOND BEACH, FL 32174

(386) 677-8736 FAX: (386) 677-7726

July 21, 2025

City of Ormond Beach
PO Box 277
Ormond Beach FL 32174-0277

Attn: Mr. David Martin

Re: Sanchez Park Fishing Pier Replacement

Dear David,

We are pleased to submit our proposal for the Sanchez Park Fishing Pier Replacement as indicated in the exhibits contained below from the Guaranteed Maximum price of **Two Hundred Twenty Thousand Six Hundred Thirty One Dollars (\$220,631.00)**

We based our Guaranteed Maximum Price on the following Exhibits, which are attached hereto:

Exhibit "A" Clarifications and Qualifications

Exhibit "B" – GMP Cost Breakdown

We look forward to the opportunity to work with you on this project. Please do not hesitate to call should you have any questions regarding any of this information.

Very Truly Yours,

BOMAR CONSTRUCTION, INC.



Leonard Marinaccio III
President

Enclosures; Scope of work; Spreadsheet

EXHIBIT "A"

City of Ormond Beach Sanchez Park Fishing Pier Replacement Scope of Work

1. We have included a permit allowance of \$0.
2. The cost of a Performance and Payment Bond is included
3. Owner to provide any drawings required for permitting.
4. GMP has been prepared using Owner's preferred subcontractor for this type of work and is contingent upon such subcontractor's availability at the time work is to be performed.
5. Subcontractor's current workload estimates construction start date in the Fall of 2025. We anticipate 2 months to complete construction from start date.
6. The Fishing Pier removal and replacement consists of the following scope of work:
 - Remove approximately 2,040SF of existing fishing pier and 402 SF of access walkways. Replace with new in same location and footprint as existing.
 - Install new wood pilings using CCA2.5 with 8" butt. New pilings to imbed 10' into soil. New decking will be approximately 18" higher than existing decking.
 - Due to fishing pier raising 18" the 4 ramps and railings will be extended by 402SF to the East. Provide wood grip railings for ADA at both sides of 2 entry ramps (far North and far South ramps).
 - All PT lumber will be DSS #1 pressure treated material.
 - Wood decking for the overlook using Grade #1 2" x 6" decking with stainless steel screws.
 - New railings will be 42" above decking with intermediate railing secured to pilings with screws. Top cap will 2'x8" PT, horizontal railings will be 2" x 6" PT. (3) 30" high sections will be provided for accessibility.
 - Install new stainless steel straps and fasteners
 - Install (6) new benches 8' long
 - Contractor will work with the city to remove and reinstall tide monitoring devices on new piers. City to recalibrate as needed for new deck height.

EXHIBIT "B"

SANCHEZ PARK FISHING PIER
GMP BREAKDOWN

<u>WORK</u>				
<u>Subcontractor</u>				
Fishing Pier (remove & replace)				
Labor		8	weeks	99,743.00
Lumber & Hardware				<u>39,757.00</u>
				139,500.00
Extend ramps / railings				
Labor		8	weeks	10,804.00
Lumber & Hardware				<u>4,306.00</u>
				15,110.00
<u>Contractor</u>				
Supervision/Project Manager (breakout below)				\$18,432.00
General Conditions (breakout below)				<u>\$9,267.00</u>
Subtotal				\$182,309.00
Contractor O&P				\$29,316.00
Owner's Contingency Allowance – Existing Conditions				\$9,006.00
GRAND TOTAL				\$220,631.00
<u>Supervision / Project Manager Costs:</u>				
Supervision / PM		8	weeks	\$18,432.00
Total Supervision / Project Manager				\$18,432.00
<u>General Conditions Costs:</u>				
Laborer	\$22.50/Hr	80	Hrs	\$1,800.00
P&P Bond		1	LS	\$2,184.00
Misc. Insurance		1	LS	\$1,783.00
Trucking / Dumpsters		1	LS	\$1,500.00
Temp Protection		1	LS	\$2,000.00
Total General Conditions				\$9,267.00

Owner's Contingency Allowance

Contingency allowance monies will not be spent without prior approval of the City. If/When conditions requiring remediation are encountered, the condition will be presented to the City with a recommendation to remedy along with an associated cost. Upon approval from the City, work will proceed and the actual cost will be applied against the Contingency. Upon completion of the project, any unused Contingency funds will be returned to the City via deductive Change Order.



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.C.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Sole Source - Rotork Actuators and Components, Fluid Control Specialists, Inc.		
Recommended Action	Staff recommends approval for the sole source procurement of Rotork actuators and components provided by Fluid Control Specialists, Inc. for FY 2025-26.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Utilities Manager		

Summary

This is a request for the City Commission to authorize the sole source procurement of Rotork actuators and components provided by Fluid Control Specialists, Inc., as purchases are expected to exceed the staff-authorized procurement threshold of \$75,000 from this single vendor for the current fiscal year.

The City is responsible for maintaining several actuated utility valves throughout the City's service area. Actuated valves are valves which regulate fluid flow through pipes, typically through the use of an attached actuator to allow for the valve to be controlled in an automatic manner. Having these valves with automatic controls allows for utility staff to operate these valves remotely, generally at pre-set times, or based on process feedback. Rotork actuators have been installed in facilities such as the water treatment plant and water reclamation facility. Rotork valve actuators are also in use throughout the City's service area on raw water valves, potable water valves, force main valves, and reclaimed water valves. In order to maintain the anticipated level of service from these locations, staff needs to regularly replace components that have reached the end of their intended service life.

Fluid Control Specialists, Inc. has continuously met the City's Rotork products needs and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for Rotork products. The intent to utilize a sole source vendor was advertised on Demandstar and closed with no objections on July 25, 2025.

Financial Impact

Funding in the amount of \$150,000 is included in the FY 2025-26 budget, within funds Fund 409 - Water and Wastewater Renewal and Replacement and Fund 401 - Water and Wastewater Operating Renewal and Replacement. Past years' expenses were considered when budgeting for this item.

Citizen Impact

Annual review and mutual acceptance of vendor qualifications to provide standardized equipment promotes efficiency, system reliability, and effective response activities for the public good.

Attachments

1. 25-151 Rotork parts&svc - Fluid Control (P25-0117G)
2. Sole Source Form - Rotork
3. 2025 ROTORK SOLE SOURCE LETTER

RESOLUTION NO. 2025-151

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF ROTORK PRODUCTS AND REPAIR SERVICES FROM FLUID CONTROL SPECIALTIES, INC. ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Rotork actuators have been installed at several city facilities, including the water treatment plant and the water reclamation facility, and

WHEREAS, Fluid Control Specialties, Inc. supplies the only Rotork products and repair services that are compatible with the City's existing Rotork actuators, and therefore, this purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of Rotork products and repair services from Fluid Control Specialties, Inc. on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed \$150,000.00 for FY 2025-2026, and

WHEREAS, the City Manager has certified that funds for the products and repair services have been appropriated to the credit of the Water & Wastewater Renewal & Replacement Fund (409) and the Water & Wastewater Operating Fund (401) and have not been appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves the sole source purchase of Rotork products and repair services from Fluid Control Specialties, Inc. on an as-

needed basis using Purchase Orders, the cumulative total of which shall not exceed \$150,000.00 for FY2025-2026, and to pay the cost thereof from the Water & Wastewater Renewal & Replacement Fund and the Water & Wastewater Operating Fund.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of October, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 07/03/25

Vendor: Fluid Controls Specialties, Inc.

Cost: \$150,000.00

Requested by: Mike Stephenson, Utilities Engineer

Department: Public Works

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

This is for the purchase of Rotork products and services for the City's actuated valves on utility piping valves. These products and services are provided by Fluid Controls Specialties, Inc.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary): Rotork actuators have been the City's standard actuators in operation throughout the City's utility system for many years. Rotork actuators have been installed at several facilities in Ormond Beach, such as the Water Treatment Plant, and the Water Reclamation Facility. Rotork actuators can be utilized on raw water valves, potable water valves, force main valves, reclaimed valves, or treatment process valves.

We receive excellent Customer Support from Fluid Controls Specialties, Inc. and overall standardization of equipment reduces storage needs, additional training requirements, and overall costs.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Fluid Control Specialties, Inc. is the sole and exclusive representative for the Rotork Actuator product line in Florida's municipal (Utilities) market and is exclusive to the City's account.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

A handwritten signature in blue ink, appearing to read "Bob Preis", is written over a horizontal line.

Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.



August 4, 2025

Attn: To whom it may concern

Subject: Sole Source Representative 2025

To whom it may concern,

Rotork Controls, Inc. is the sole manufacturer of Rotork products and associated equipment, of which includes K-Tork pneumatic actuators. Fluid Control Specialties, Inc. located in Sanford, Florida is the sole and exclusive Municipal representative for Rotork actuators within the state of Florida, including all counties east of Rt. 231. Counties excluded are Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, and Gulf.

No other representative can sell products; provide OEM replacement parts, maintenance, repair services, field services and technical support for Rotork Controls, Inc. within the state of Florida excluding the counties identified above.

Your contact for Fluid Control Specialties, Inc. is:

Robert Whritenour
111 Maritime Drive
Sanford, Florida 32771
Office: 407.302.5611
Fax: 407.302.5612
Email: robert.whritenour@fc-spec.com

If you have questions regarding this issue, please contact me at (239) 231-9286.

Sincerely,

Clayton Martin
Area Sales Manager - Water & Power - Florida

Mobile: 1 (813) 727-5256

email: clayton.martin@rotork.com | web: www.rotork.com

Rotork Controls, Inc.
675 Mile Crossing Blvd.
Rochester, New York
14624

tel: +1 585 613 3300
fax: +1 585 247 2308
www.rotork.com



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.D.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Sole Source - Neptune Water Meters, Ferguson Water Works		
Recommended Action	Staff recommends approval for the sole source procurement of Neptune water meters and components provided by Ferguson Water Works for FY 2025-26.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Utilities Manager		

Summary

This is a request for the City Commission to authorize the sole source procurement of Neptune water meters and components provided by Ferguson Water Works, as purchases are expected to exceed the staff-authorized procurement threshold of \$75,000 from this single vendor for the current fiscal year.

The City is responsible for maintaining over 23,000 potable water meters throughout the City's service area. The City has standardized its water meter products to be those manufactured by Neptune Technology Group, Inc. Whenever an existing meter needs to be replaced or a new meter is required, City staff installs a new meter. As such, City staff needs to regularly restock Neptune meters.

Ferguson Water Works has continuously met the City's Neptune water meter needs and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for the Neptune water meter products. The intent to utilize a sole source vendor was advertised on Demandstar and closed with no objections on July 25, 2025.

Financial Impact

Funding in the amount of \$720,000 for the purchase of Neptune water meters and components is included in the FY 2025-26 budget, within Fund 409 - Water and Wastewater Renewal and Replacement.

Citizen Impact

Annual review and mutual acceptance of vendor qualifications to provide standardized equipment promotes efficiency, system reliability, and effective response activities for the public good.

Attachments

1. 25-152 Neptune wtr meters (P25-0115G)
2. Sole Source Form - Neptune
3. City of Ormond Beach - Sole Source Letter 2025 Neptune

RESOLUTION NO. 2025-152

A RESOLUTION AUTHORIZING THE SOLE SOURCE
PROCUREMENT OF NEPTUNE WATER METERS AND
PARTS FROM FERGUSON WATERWORKS ON AN AS-
NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE
DATE.

WHEREAS, there are over 23,000 Neptune water meters installed throughout the
City, and

WHEREAS, Ferguson Waterworks supplies the only Neptune water meters and
parts that are compatible with the City's existing meters, and therefore, the equipment purchase
is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of Neptune water meters
from Ferguson Waterworks on an as-needed basis using Purchase Orders for each purchase, the
cumulative total of which shall not exceed \$720,000.00 for FY 2025-2026, and

WHEREAS, the City Manager has certified that funds for the equipment have
been appropriated to the credit of the Water & Wastewater Renewal & Replacement Fund (409)
and the Water & Wastewater Renewal and Replacement Fund (409) and have not been
appropriated for any other purpose, now therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
ORMOND BEACH, FLORIDA, THAT:**

SECTION ONE. The City Commission hereby approves the sole source
purchase of Neptune water meters and parts from Ferguson Waterworks on an as-needed basis
using Purchase Orders, the cumulative total of which shall not exceed \$720,000.00 for FY2025-

2026, and to pay the cost thereof from the Water & Wastewater Renewal & Replacement Fund and the Water & Wastewater Operating Fund.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of October, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 7/02/25

Vendor: Ferguson Waterworks

Cost: \$300,000/year

Requested by: Ryan Roessler, Water Distribution Supervisor

Department: Utilities

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

This is for the purpose of providing Neptune meters and associated parts for the City's water distribution system residential, commercial and industrial meters and associated parts at each property served by the City's water utility.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

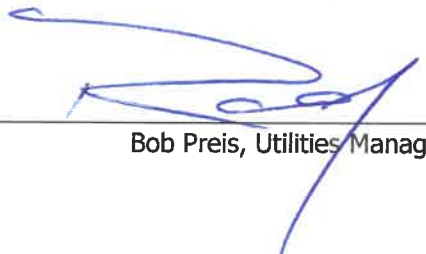
Ferguson supplies the only Neptune water meters and associated parts that are compatible with the City's existing water meters, for the distribution system. Neptune meters and associated parts are now currently installed in over twenty thousand locations throughout the City's distribution system. The software for radio reading the meters in proprietary for Neptune meters and will not work with other brands. The City has used Neptune meters for over 15 years, making this the City standard for reliable operations and to maintain consistency with existing equipment and reduce the types of spare parts needed.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Ferguson Waterworks is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.



Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.



July 2, 2025

Ryan Roessler
City of Ormond Beach

Dear Mr. Roessler,

Please note that Ferguson Water Works., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Matt Finch

Matt Finch
Territory Manager
Neptune Technology Group, Inc.



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.E.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Sole Source - Pretreatment Effluent Pumping Tanks, Alpha General Services, Inc.		
Recommended Action	Staff recommends approval for the sole source procurement of standardized PEP tanks and components provided by Alpha General Services, Inc. for FY 2025-26.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Utilities Manager		

Summary

This is a request for the City Commission to authorize the sole source procurement of Pretreatment Effluent Pumping (PEP) tanks and components provided by Alpha General Services, Inc., as purchases are expected to exceed the staff-authorized procurement threshold of \$75,000 from this single vendor for the current fiscal year.

The City is responsible for maintaining over 1,600 existing fiberglass PEP tank systems throughout the City's service area. Geographical areas utilizing PEP tanks generally include: Breakaway Trails, Hunter's Ridge, Tymber Crossings, Indian Springs, and Saddlers Run. The PEP tank systems from Alpha General Services were in use when the City acquired the Breakaway Trails utility system and the PEP tanks themselves need routine replacement as they reach the end of their intended service life. The average service life of a PEP tank is approximately 15-20 years, whereas the pumps generally average 5 years.

Alpha Geneal Services has continuously met the City's PEP system needs and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for the fiberglass tank product utilized throughout the City's service area. The intent to utilize a sole source vendor was advertised on Demandstar and closed with no objection on July 28, 2025.

Financial Impact

Funding in the amount of \$300,000 for purchase of PEP system tanks and components is included in the FY 2025-26 budget, within Fund 409 - Water and Wastewater Renewal and Replacement.

Citizen Impact

Annual review and mutual acceptance of vendor qualifications to provide standardized equipment promotes efficiency, system reliability, and effective response activities for the public good.

Attachments

1. 25-153 PEP Tanks & Equip-Alpha General (P25-0114G)
2. Sole Source Form - Alpha
3. alpha SS 2025

RESOLUTION NO. 2025-153

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF VARIOUS REPLACEMENT AND REPAIR PARTS FROM ALPHA GENERAL SERVICES, LLC ON AN AS-NEEDED BASIS FOR THE CITY'S PRETREATMENT EFFLUENT PUMPING TANKS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are over 1600 pretreatment effluent pumping (PEP) tanks and components from Alpha General Services, LLC which have been used within the City for the past 30 years, and

WHEREAS, Alpha General Services, LLC manufactures the only parts that are compatible with the City's existing PEP tanks, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of various replacement and repair parts from Alpha General Services, LLC on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed \$300,000.00 for FY 2025-2026, and

WHEREAS, the City Manager has certified that the money for the payment of the parts has been appropriated to the credit of the Water and Wastewater Renewal and Replacement Fund (409) and is not appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves the sole source purchase of various replacement and repair parts for the City's PEP tanks from Alpha General Services, LLC on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed \$300,000.00 for FY 2025-2026, and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of October, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 7/07/25

Vendor: Alpha General Services

Cost: \$300,000.00

Requested by: Doug Chisholm, WW Coll/Reuse Supervisor Department: Utilities

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

This is for the purchase of new system and replacement components to support new installations, scheduled rehabilitation, and unscheduled repair of Pretreatment Effluent Pumping (PEP) tanks and systems used extensively for residential sewer collection for the West Ormond areas of Breakaway Trails, Hunter's Ridge, Tymber Crossing, and Saddler's Run. These specialized parts are compatible with existing 1050-gallon PEP tank systems currently in operation. The PEP system tanks and tank components are comprised of fiberglass having specific opening sizes and clearances for manways, pump chamber inserts, risers, and lids. Additional equipment includes the simplex control panel, high-water alarm float, and an electrical junction box.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

Alpha General PEP tank systems were installed in the West Ormond area by its original developer prior to the City acquiring operation and maintenance responsibility for the system. Over the past decades, these systems have been installed to maintain a relative compatibility of component spare parts and operator familiarity with system installation and repair. The PEP systems, in conjunction with the City's low-pressure sewer force main system, serves the primary sanitary sewer collection system needs for the residential areas described above. The Alpha General Services, LLC tanks and accessories are compatible with existing 1,600-plus PEP system units and controls currently operating in the area.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

PEP system tanks and components from Alpha General Services, LLC have been used in West Ormond for over three (3) decades. Other PEP systems and configurations are available; however, compatible repair and replacement parts from Alpha General Services, LLC are required to support the specific manufacturer accessory tolerances and configurations. Although other PEP system manufacturers are evaluated and considered for use from time to time, staff must appropriately and efficiently maintain the 1,600 existing systems in the collection system at present.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.


Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.



July 3, 2025

City of Ormond Beach
501 North Orchard Street
Ormond Beach, FL 32174

Re: Alpha General PEP Tanks

Alpha General Services, LLC is the only company that manufactures the Alpha fiberglass 1050 gallon PEP tank and the Alpha 16" pump chamber.

Thank You,

A handwritten signature in blue ink, appearing to read "B. Radonski", is written over a faint, larger version of the signature.

Brian Radonski
Alpha General Services, LLC
1578 Alpha Road East
P. O. Box 3331
Sebring, FL 33871-3331
(863) 382-1544
Fax (863-382-0567



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.F.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Sole Source - Flygt Pumps, Xylem, Inc.		
Recommended Action	Staff recommends approval for the sole source procurement provided by Xylem, Inc. for Flygt pumps and products for FY 2025-26.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Utilities Manager		

Summary

This is a request for the City Commission to authorize the City's sole source procurement of Flygt products and services, provided by Xylem, Inc., as purchases are expected to exceed the staff-authorized procurement threshold of \$75,000 from this single vendor for the current fiscal year.

The City has developed standards for wastewater submersible pumping systems utilizing Flygt pumps and control equipment. The majority of the City's 95 remote lift stations and several in-plant pumping components contain equipment manufactured by Flygt. Over the past several decades, Flygt pumps have consistently proven to be reliable for use in the City's wastewater collection system. In order to maintain this level of reliable service, the Flygt pumps need to be routinely maintained and replaced when they reach the end of their intended service life.

Xylem, Inc. (aka Xylem Water Solutions, Inc.), has continuously met the City's Flygt wastewater pumping needs and has provided written confirmation indicating they are the only authorized vendor in the State of Florida for Flygt products. The intent to utilize a sole source vendor was advertised on Demandstar and closed with no objections on July 25, 2025.

Financial Impact

Funding for Flygt pump purchases and repair costs are included in the FY 2025-26 Budget, within Fund 409 - Water and Wastewater Renewal and Replacement and Fund 401 - Water and Wastewater Operating Renewal and Replacement. The anticipated cost is \$600,000.

Citizen Impact

Annual review and mutual acceptance of vendor qualifications to provide standardized equipment promotes efficiency, system reliability, and effective response activities for the public good.

Attachments

1. 25-154 Pumps Flygt-Xylem (P25-0116G)
2. Sole Source Form - Xylem
3. City of Ormond Beach - Flygt municipal products 2025

RESOLUTION NO. 2025-154

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PUMPING AND CONTROLS EQUIPMENT AND REPAIR SERVICES FROM XYLEM WATER SOLUTIONS USA, INC. ON AN AS-NEEDED BASIS FOR THE CITY'S WASTEWATER COLLECTION SYSTEM LIFT STATIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, there are 95 lift stations that exist within the City which have been in place for many years, and

WHEREAS, Xylem Water Solutions USA, Inc. manufactures the only Flygt parts that are compatible with the City's existing lift stations, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of various Flygt pumping and controls equipment and repair services from Xylem Water Solutions USA, Inc. on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed \$600,000.00 for FY 2025-2026, and

WHEREAS, the City Manager has certified that the money for the payment of the parts and service has been appropriated to the credit of the Water & Wastewater Renewal and Replacement Fund (409) and the Water and Wastewater Operating Fund (401) and is not appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves the sole source purchase of various Flygt pumping and controls equipment and repair services for the City's lift stations from Xylem Water Solutions USA, Inc. on an as-needed basis using Purchase Orders, the cumulative total of which shall not exceed \$600,000.00 for FY 2025-2026, and payment thereof from the Water and Wastewater Renewal and Replacement Fund and Water and Wastewater Operating Fund..

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of October, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: TBD

Date: 7/02/25

Vendor: Xylem Water Solutions, Inc.

Cost: TBD

Requested by: Ron Burk, Equipment Maintenance Supervisor Department: Utilities

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

This is for the purpose of Flygt pumping and controls equipment and repair services for the City's wastewater collection system lift stations and certain treatment system components provided by Xylem Water Solutions USA, Inc.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

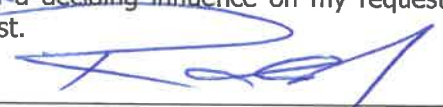
Flygt has been the standard pumping equipment and control system for most all of the wastewater collection system pumping stations in operation throughout the City for many years. Flygt duplex and triplex sewage pumping stations are now currently installed in approximately ninety-five (95) locations throughout the City. Flygt pumping equipment is also in operation at the internal recycle pump room and in-plant dewatering wetwell at the City's water reclamation facility (WRF). Reliable operations standards require staff to maintain consistency with existing equipment and reduce the types of spare parts needed and have readily available capacity to perform pump replacement activities and procure critical factory repair services.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Xylem Water Solutions USA, Inc is the only authorized vendor for equipment replacement and service repair and warranty organization in the State of Florida for Flygt pumps and equipment. Flygt pumps are considered to be the standard for Ormond Beach wastewater collection and treatment facility systems.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.



Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.



XYLEM INC. – FLYGT PRODUCTS
455 Harvest Time Dr. Sanford, Florida 32771
Phone: 407-880-2900 • Fax: 407-880-2962

July 1, 2025

City of Ormond Beach
Attn: Mike Stephenson

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised the Xylem, Inc. the only authorized vendor for Flygt municipal products and is the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Their staff is properly trained to provide you the best service available.

Thank you for your interest in Flygt Products. Do not hesitate to call me if you have any questions regarding distribution or any other matter.

Very truly yours,

XYLEM, INC.

David Williams

*Flygt Products include submersible pumps, mixers, valves, M&C products, Syracuse safe hatch access covers and control panels.





**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.G.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	RFP Award - Fire Hydrant Maintenance and Repair		
Recommended Action	Staff recommends approval of the award to Hydromax USA for fire hydrant maintenance and testing services.		
Strategic Goal	Public Safety - Explore measures with the Fire & Utilities Departments that could result in improvements to Ormond Beach's current ISO #3 rating to attain benefits of reduced insurance costs for our residents and businesses.		
Department Staff Contact	Fire Department Nathan Quartier, Deputy Fire Chief		

Summary

This item requests approval to award the Fire Hydrant Maintenance and Repair services contract to Hydromax USA, RFP No. 2025-27.

This project will support existing public safety infrastructure by ensuring the proper functioning of the City's fire hydrants and valves, and maintaining compliance with industry standards, practices, and schedules. The scope of services will include maintenance, testing, repair, painting, color-coding, and replacement of fire hydrants and valves within the City's service area.

The RFP - Fire Hydrant Maintenance and Repair was presented to the City Commission on May 20, 2025. The RFP was advertised on Demandstar on May 25, 2025. The City received and opened proposals on July 23, 2025. Seven (7) proposals were received.

All proposals were scored by the evaluation committee, with Hydromax receiving the highest score and was subsequently recommended for the award.

Financial Impact

Funding in the amount of \$160,000 for fire hydrant maintenance and repair was included in the Fiscal Year 2023-24 General Fund Operating budget. Initiation of the services will require a budget amendment to reallocate this funding to the Fiscal Year 2025-26 budget. The initial budget for this project was set to \$160k to cover initial testing/maintenance for all the City's hydrants, and each subsequent year is estimated to be \$15-20k annually for ongoing maintenance and testing, but is subject to budget appropriations.

Citizen Impact

The activities associated with this project have minimal potential for minor traffic delays when work is in progress and will ultimately benefit the citizens through the protection of property in the future.

Attachments

1. 25-155 Hydrant Maint-Hydromax (P25-0127G)
2. Hydromax Agreement
3. Hydromax USA Ormond Beach - Fire Hydrant Maintenance and Repair (3)
4. RFP 2025-27 signed score summary

RESOLUTION NO. 2025-155

A RESOLUTION ACCEPTING A PROPOSAL FROM HYDROMAX USA, LLC FOR FIRE HYDRANT MAINTENANCE AND REPAIR SERVICES UNDER RFP NO. 2025-27; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for proposals (RFP No. 2025-27) regarding fire hydrant maintenance and repair services (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the seven proposals received and have determined that the most advantageous proposal for the City is the proposal submitted by Hydromax USA, LLC to provide fire hydrant maintenance and repair services on an as-needed basis at the prices set forth in the proposal, a copy of which is incorporated in the contract which is attached hereto and incorporated herein by reference, and

WHEREAS, the City Manager has certified that the money for the payment of the services, at an estimated expenditure of \$160,000.00 for the first year and up to \$20,000.00 annually in years 2 and 3 (\$200,000.00 for an initial three-year term) will be appropriated to the General Fund (301) through a budget amendment and will not be appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal submitted by Hydromax USA, LLC to provide

services for the Project is hereby accepted.

SECTION TWO. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with Hydromax USA, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute an agreement with Hydromax USA, LLC to provide fire hydrant maintenance and repair services on an as-needed basis with an estimated expenditure of \$200,000.00 over an initial three-year term and to pay the cost therefore from the General Fund.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of October, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Hydromax USA, LLC** ("Contractor"), 3700 River Walk Drive, Suite 145, Flower Mound, TX 75028, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (RFP #2025-27, "Fire Hydrant Maintenance and Repair (As Needed)") attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of three (3) years. This Agreement may be renewed for two (2) additional one-year periods upon mutual agreement of the parties hereto.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A" on an as-needed basis. City makes no covenant or promise as to the number of available projects or that Contractor will perform any project for City during the life of this Agreement. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Hydromax USA, LLC
Michael Farmer, CFO
3700 River Walk Drive, Suite 145
Flower Mound, TX 75028

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.
27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this ____ day of _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
JASON LESLIE
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2025.

Witnesses:

HYDROMAX USA, LLC

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Fire Hydrant Maintenance and Repair (As Needed)**

RFP NUMBER: **2025-27**

RFP OPENING DATE & TIME: **June 25, 2025 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Hydromax USA LLC

PROPOSER'S MAILING ADDRESS: 3700 River Walk Drive, Suite 145

CITY-STATE-ZIP: Flower Mound, Texas 75028

F.E.I.N.: 20-0602448

PHONE NUMBER: (863) 398-9202

EMAIL: andrew.apgar@hydromaxusa.com

If returning as a "No Submittal", please state reason (s)

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X 

AUTHORIZED SIGNATURE (MANUAL)

Michael Farmer

NAME (TYPED)

Chief Financial Officer

TITLE

6/6/2025

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other

forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality,

or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than the date indicated.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of members of the Fire Department and/or Public Works Department. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (40 points)

References (40 points)

Proximity to City Hall (1-50 miles 10 pts, 51-150 miles 7 pts, 151+ miles 3 pts)

Price (10 points)

Responsive proposals will be ranked in each of the criteria

TERM OF AGREEMENT:

The initial term of this agreement shall be for a period of three (3) years, with two (2) additional one-year periods at the mutual agreement of the parties.

SCOPE OF WORK:

GENERAL

The Vendor will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Technical Specifications section. The Vendor will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Technical Specifications.

Vendor shall not subcontract the services or any part of the services without prior written approval from the City of Ormond Beach. The City of Ormond Beach reserves the right to reject any/all subcontractor(s) at the sole discretion of the city.

The Vendor shall follow the minimum requirements set forth in these specifications. All work shall comply with all applicable provisions and standards of the following recognized entities:

1. City of Ormond Beach Minimum Design Standards.
2. Florida Department of Transportation (FDOT) Utility Accommodation Manual (latest edition).
3. FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (latest edition).
4. American Water Works Association (AWWA) Standards for Maintenance, Repair and Replacement of Fire Hydrants (M-17) and Distribution System Valves (M-44) (most applicable and latest edition).
5. Occupational Safety and Health Association (OSHA) as applicable to associated work.
6. US Environmental Protection Agency (EPA) as applicable to associated work.
7. US Food and Drug Administration (FDA) as applicable to associated work.
8. Florida Department of Environmental Protection Agency (FDEP) as applicable to associated work.
9. Applicable NFPA Codes 25 & 24.

CITY OF ORMOND BEACH RESPONSIBILITY

1. Order services on an as needed basis.
2. Provide shapefiles or a file geodatabase of the utilities, as needed.
3. Designate a City of Ormond Beach contact, which shall have responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The City of Ormond Beach representative shall serve as liaison between the City of Ormond Beach Purchasing Department and the Vendor.
4. Have the authority to suspend the work for the following reasons:
 - (a) default of the Vendor;
 - (b) unfavorable weather conditions;
 - (c) mechanical failure of equipment being used in the execution, both of the work under the contract and the work being done by City of Ormond Beach staff forces adjunctive thereto;
 - (d) or any other conditions which, in the judgement of the City of Ormond Beach representative, makes it impractical to perform work as defined in this document.

VENDOR'S RESPONSIBILITY

Vendor shall:

1. Employ and assign a project manager who will oversee the described work and who has a minimum of five (5) years of continuous field and supervisory experience in all aspects of the described work. The project manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while Vendor's crew work within City of Ormond Beach distribution system.
2. Notify the assigned City of Ormond Beach contact each day, prior to beginning work within the City of Ormond Beach system. Vendor's personnel shall be qualified to complete requested work and display on their person a company identification badge that is clearly visible at the chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo.
3. Utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Vendor to maintain all equipment so as to avoid any leaking fuel, oil and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Vendor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All service vehicles shall be maintained in a presentable manner and have Vendor's name and logo adequately displayed.
4. Prior to the start of any work, Create a service or job order ticket that shall have, at minimum, the following information:
 - (a) Company name and contact information
 - (b) Company job or work order number
 - (c) City of Ormond Beach contact name and phone number
 - (d) Date/time of beginning and ending of work
 - (e) Document Hydrant number and location
 - (f) Work location and description of work to be performed
 - (g) Detailed description of solution and/or work completed.
5. Be adequately staffed and equipped to respond to all aspects of the requested work within twenty-four (24) hours after notification.
6. Perform work during normal working hours, Monday through Friday, 7:00 a.m. to 3:00 p.m. If additional time is needed, a request shall be made and approved by City of Ormond Beach contact before the occurrence.
7. Visually search for the fire hydrant, utilizing the maps provided and with the aid of metal detectors. Any asset that cannot be found after fifteen (15) minutes shall be recorded as "cannot locate." Any obstructions such as trees, vegetation, physical obstruction or large objects preventing access to the assets, shall be recorded as "obstructed" and reported to City of Ormond Beach to be located.
8. Return all replaced items (hydrants/valves) to City of Ormond Beach after completion of replacement projects, to be disposed of or recycled, as City of Ormond Beach deems necessary.

TECHNICAL SPECIFICATIONS

A. Hydrant Maintenance/Testing

Fire hydrant testing and maintenance shall be in accordance with the AWWA M17 Manual for Installation, Field Testing, and Maintenance of Fire Hydrants, to include the following procedures:

1. Locate and access each fire hydrant.
2. Locate, access and exercise fire hydrant isolation valve.
3. Check fire hydrant nozzle height for correct ground clearance.
4. Identify make, model, nozzle size and year of hydrant manufacture.
5. Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive, FDA approved lubricant.
6. Open hydrant with nozzle caps in place to check for seal leakage.
7. Verify hydrant main (bottom) valve completely closes.
8. Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, report this on spreadsheet or database and continue to flow hydrant. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
9. Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
10. Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required and lubricate the threads. Check the ease of operation of each cap.
11. Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
12. Record static pressure.
13. Re-attach hydrant nozzle caps.
14. Scrape, wire brush or sand blast and paint hydrant appropriate NFPA color (See Appendix-A). Paint the barrel Safety Yellow (Rustoleum) or approved ANSI equal. Coating shall be spray applied to a minimum of 4 ml dry coat thickness. Note-over spray precautions shall be taken.
15. Hydrant ID tag, they will be replaced by the City of Ormond Beach. If tag is missing contact GIS at 386-676-3312.
16. Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective markers shall be Stimsonite model-911-A. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the centerline of the roadway lane closest to the hydrant.
17. Obtain and record GPS site coordinates of hydrant.
18. Document any operational deficiencies and/or miscellaneous findings.
19. Notification of all malfunctioning and/or out of service (OOS) hydrants or valves shall be immediately reported to City of Ormond Beach contact and the on-duty Battalion Chief. The Battalion to be contacted at 386-676-3270. OOS hydrants to be marked with a black bag covering the units.
20. Document all pertinent data into an electronic spreadsheet or database to include, but not limited to, the following:

- a. Hydrant address location
 - b. Hydrant ID tag number
 - c. Hydrant GPS site coordinates
 - d. Date of flush service
 - e. Hydrant brand
 - f. Hydrant model number
 - g. Hydrant year
 - h. Hydrant size
 - i. Hydrant flow rate obtained using 20 PSI and Standard Flow Rate.
 - j. Hydrant pressure after 15 minutes of flushing
 - k. Total gallons flushed during service
 - l. Degree of operating difficulty
 - m. Deficiencies and/or repairs (required to immediately report to City of Ormond Beach Utilities Department, 386-676-3305)
21. All data shall be formatted to match existing City of Ormond Beach data system and/or forms. Data shall be delivered to City of Ormond Beach in an electronic format compatible with City of Ormond Beach data system.
22. Nozzle caps to be painted in the same manner as the barrel. See Appendix-A for fire flow color code by NFPA.

B. Hydrant Repair

1. Upper Barrel Replacement (upper barrel and bonnet assemblies shall be considered in this contract as upper barrel assembly):
 - a. Vendor shall replace entire hydrant upper barrel component. When upper barrel repair is completed, warranty shall cover complete upper barrel assemble.
 - b. Vendor shall replace damaged nozzles (hose or pumper).
 - c. Vendor shall re-caulk nozzles as necessary.
 - d. Vendor shall replace flange, hose nozzle and/or pumper nozzle and gaskets where necessary.
 - e. Vendor shall replace any missing or deteriorated nuts/bolts with stainless.
 - f. Vendor shall rotate position of nozzle as required or per the City of Ormond Beach's request.
 - g. Vendor shall replace broken traffic flanges and couplings where necessary.
2. Lower Barrel Replacement:
 - a. Includes all upper barrel repair items.
 - b. Vendor shall replace any/all necessary internal components.
 - c. Vendor shall replace broken traffic flanges, flange gaskets and couplings where necessary.
 - d. Vendor shall straighten hydrant if necessary.
 - e. When lower barrel repair/replacement is completed, warranty shall be on the lower barrel and upper barrel assemblies.

- f. Middle nozzle to be no lower than 18" above grade and no higher than 36".
 - g. Middle nozzle to be facing roadway. Reposition as required.
3. Bonnet Repair:
- a. Vendor shall replace hold down nuts.
 - b. Vendor shall replace operating nuts.
 - c. Vendor shall replace oil reservoir.
 - d. Vendor shall replace "O" ring pressure seals.
 - e. Vendor shall replace anti-friction washers.
 - f. Vendor shall replace damaged bonnet nuts and bolts as required.
 - g. Vendor shall lubricate all disassembled bonnet components.

C. Valve Maintenance/Testing

Valve maintenance shall include the following procedures:

- 1. Locate and access each valve.
- 2. Operate valve from open to close and back to open position for two (2) complete cycles).
- 3. Paint valve box blue.
- 4. Mark curb with a "X" marking.
- 5. Obtain and record GPS coordinates of valve (if applicable).
- 6. Raise valve box to grade (if applicable).
- 7. Align valve box to vertical position (if applicable).
- 8. Clean debris and standing water from valve box (if applicable).
- 9. Testing in accordance with AWWA M17 Manual.

Document all pertinent data including:

- 1. Location (If one is not found, document).
- 2. Type
- 3. Size of valve
- 4. Direction of rotation to open position
- 5. Number of turns to full open position
- 6. Degree of operation difficulty
- 7. Deficiencies (immediately reported to City of Ormond Beach contact)
- 8. Valve position (e.g. open, closed, unknown)(immediately report closed valves to City of Ormond Beach contact)

All data shall be formatted to match existing City of Ormond Beach data system and/or forms. Data shall be delivered to the City of Ormond Beach in an electronic format compatible with City of Ormond Beach system.

D. Hydrant and/or Valve Replacement and Installation

Hydrant and valve replacement and/or new installation work described in the price schedule shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- 1. Pre-work job site evaluation.
- 2. Obtaining all utility and/or Right of Way (ROW) locates.

3. Notification of affected customers (with the exception of partial water systems shut down)
4. Job site safety and MOT.
5. Site excavation (typical <48" bury to bottom of pipe).
6. Furnish and install all necessary materials to successfully complete the job
7. Furnish and competently operate all necessary equipment to successfully complete the job.
8. Furnish and manage all necessary competent labor to successfully complete the job.
9. Excavation, backfill and compaction.
10. Removal of all remaining spoil, materials and waste.

Any work that would require the shutdown of a water main must be coordinated with the city.

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements

The Vendor shall be responsible for obtaining all Utility Locates through and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Vendor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Vendor shall promptly notify the City of Ormond Beach of any conflicts with existing utilities that occurs as a result of said work. The Vendor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Volusia County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management

The Vendor shall set up, manage and restore each job site in a responsible manner that includes, but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Vendor leave the job site unattended. The Vendor must request and gain approval from City of Ormond Beach for any specific job site-work that may extend past one workday. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each workday. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by City of Ormond Beach in advance of the work. The Vendor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the Vendor shall backfill and

compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from the job site. It shall be the ultimate responsibility of the Vendor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the Vendor (reference Restoration and Contractor Pass Through section of this document).

Warranty

In order to insure fire hydrant and isolation valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the Vendor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

Payment

1. After each service activity period, the Vendor shall notify the City of Ormond Beach Fire Department at 364 S. Atlantic Ave., 32176 within (24) hours that the service cycle is complete for the Fire Department to inspect the work to ensure full compliance with all specifications.
2. If defects, errors or omissions in the Vendor's work is found by the City of Ormond Beach, the Vendor may be required to return and make corrections at no additional cost to the City of Ormond Beach.
3. Vendor shall complete a service invoice, providing a detailed description of the service. The invoice shall be for the unit cost, regardless of the service provided.
4. The City of Ormond Beach shall pay the vendor per unit price from attached schedule. The City shall make payment only after the vendor has submitted a correct invoice to the City of Ormond Beach Fire Department and the Department has inspected and accepted the work. The City may also withhold payment until the Vendor has repaired any damages caused by the Vendor.

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified / Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
- i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. **Hold Harmless and Indemnity**

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. **Payment on Behalf of City**

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. **Loss Control/Safety**

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. **Service Bond**

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period

of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

- \$100,000 Each Accident Bodily Injury by Accident
 - \$100,000 Each Employee Bodily Injury by Disease
 - \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under

the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased

on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	---

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be

canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Fire Hydrant Maintenance and Repair (As Needed)
(RFP No. 2025-27)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Hydromax USA LLC

COMPANY NAME

AUTHORIZED SIGNATURE

Michael Farmer

NAME

Chief Financial Officer

TITLE

6/6/2025

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Fire Hydrant Maintenance and Repair (As Needed)
(RFP No. 2025-27)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>6/23/25</u>	<u>1</u>
<u>6/26/25</u>	<u>2</u>
<u>7/2/25</u>	<u>3</u>
<u>7/8/25</u>	<u>4</u>
Receipt of all of which is hereby acknowledged. <u>7/14/25</u>	<u>5</u>

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Hydromax USA LLC

VENDOR/CONTRACTOR LICENSE NUMBER: CUC1225178

ADDRESS: 3700 River Walk Drive, Suite 145, Flower Mound, TX 75028

PHONE NO.: (863) 398-9202

FAX NO.: (817) 887-2317

SUBMITTER'S NAME: Michael Farmer

(Typed or Printed in Ink)

TITLE: Chief Financial Officer

AUTHORIZED SIGNATURE: I, Michael Farmer
hereby



(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

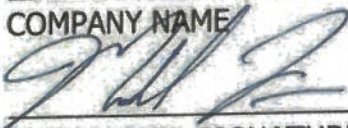
2.

☒ The undersigned firm has had no litigation on any project in the last five (5) years.

☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Hydromax USA LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Michael Farmer

SIGNER'S NAME (PRINT OR TYPE)

Chief Financial Officer

TITLE

6/6/2025

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**City of Ormond Beach
Request for Proposals (RFP)
Fire Hydrant Maintenance and Repair (As Needed)
(RFP No. 2025-27)**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Hydromax USA LLC

Company Name

Authorized Signature

Michael Farmer

Print Name

Chief Financial Officer

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Chief Financial Officer of Hydromax USA LLC
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: June 6, 2025 Signed: [Signature]

Entity: Hydromax USA LLC Name: Michael Farmer

Title: Chief Financial Officer

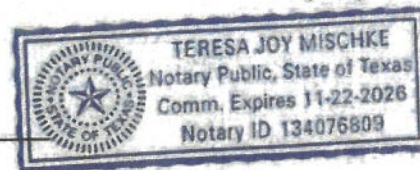
STATE OF: Texas COUNTY OF: Denton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of June, 2025, by Michael Farmer and who; ☒ is personally known to me; or ☐ has produced _____ as identification.

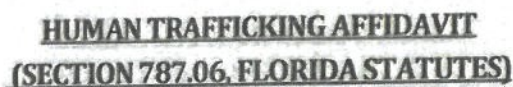
Notary Public, State of Texas:

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: 11-22-2026



This document must be completed and returned with your Submittal



The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

- Further Affiant sayeth not.**

Signed: _____
Print Name: Michael Farmer
Title: Chief Financial Officer

SUBSCRIBED AND SWORN before me by means of ☒ physical presence or ☐ online notarization on the 6th day of June, 2025 by Michael Farmer as CFO on behalf of Hydromax USA, LLC who is personally known to me or who has produced _____ as identification.

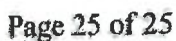
(Notary Seal) Bernard J. Mink

Notary Public, State of

Printed name, commission and expiration of commission term

11-22-2026

This document must be completed and returned with your Submittal



Pricing will be evaluated price per unit on an as-needed basis. The City of Ormond Beach is not bound by estimated quantities.				
Item	Description	Unit	Unit Price per unit	Technical Specification
1	Hydrant Maintenance (Tasks 1-22)	EA (1st year estimate 2,500)	\$87.50	A
2	Hydrant Maintenance (Tasks 1-13, 15-22)	EA	\$67.50	A
3	Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop	EA	\$9,450.00	D
4	Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA	\$11,235.00	D
5	Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	\$14,070.00	D
6	Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	\$15,566.25	D
7	Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	\$16,275.00	D
8	Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	\$17,692.50	D

9	Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	\$18,375.00	D
10	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 6" wet tap.	EA	\$16,800.00	D
11	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 8" wet tap.	EA	\$17,272.50	D
12	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 10" wet tap.	EA	\$17,955.00	D
13	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 12" wet tap.	EA	\$18,532.50	D
14	Hydrant upper barrel repair	EA	\$850.00	B
15	Hydrant lower barrel repair	EA	\$1,495.00	B
16	Bonnet repair	EA	\$550.00	B
17	Valve testing/maintenance	EA	\$54.00	C

*If Needed

Hydrant Sand Blasting and Paint

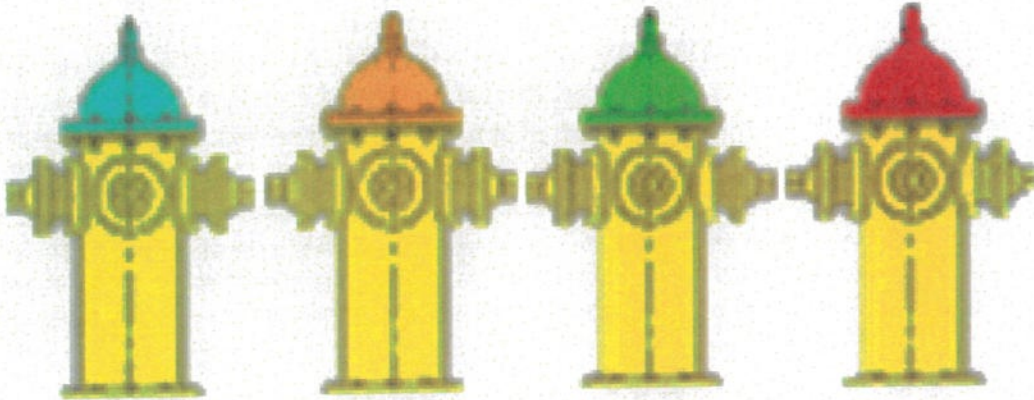
EA \$250.00

**Pricing does not include, dewatering, hydrant extension, hydrants deeper than 4' bury depth, specialized shoring and MOT, all pavement demo and restoration.

Quantities:

The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to order any services under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs. All work must be approved by the City in writing prior to commencement. Contractor will not be compensated for any work performed that was not pre-approved in writing.

Fire Hydrant Color Code



Fire flow color code

Blue for hydrants with a fire flow of 1500gpm or greater (+).
Green for hydrants with a fire flow between 1000 to 1499gpm's.
Orange for hydrants with a fire flow between 999 to 500gpm's.
Red for hydrants with a fire flow between 499 to 1gpm.

Bonnet to be painted the appropriate fire flow color with the barrel painted yellow as shown above.

Approved colors are manufactured by Rustoleum. Product numbers as follows;

Safety Blue #1005512
Safety Orange #1021185
Safety Red # 1020972
Safety Green #1021189
Safety Yellow #1021183

Substitutes are allowable upon written approval prior to usage.

ANSI safety equivalent paint; Blue #PMS285C, Orange #PMS151C,
Red #PMS186C, Green #PMS335C, Yellow #PMS109C.

Exhibit A

ADDENDUM NO. 1

June 23, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 1 **RFP No. 2025-27, Fire Hydrant Maintenance and Repair**

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

Due date has been extended to July 2, 2025 at 2:00 PM

END OF ADDENDUM No. 1

ADDENDUM NO. 2

June 26, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 2 **RFP No. 2025-27, Fire Hydrant Maintenance and Repair**

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

Due date has been extended to July 9, 2025 at 2:00 PM

END OF ADDENDUM No. 2

ADDENDUM NO. 3

July 2, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 3 **RFP No. 2025-27, Fire Hydrant Maintenance and Repair**

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

Please take note of Appendix A, Fire Hydrant Color Code, attached.

QUESTIONS and ANSWERS

Q1: Regarding Line-Item Numbers 5, 6, 7, 8, & 9.

- **Will an additional line item be added for the line stop?**

A1: No, an additional line will not be added as answered in line Q9. Because of the time it may take to perform a line stop, the time is better served by going to the next hydrant and notifying the Utilities Department and letting them determine how to proceed.

Q2: Regarding Line Item 3 through 13.

- **Will an additional line item be added for concrete sidewalks, & concrete driveways?**
- **Will an additional Line Item be added for asphalt roadways & asphalt driveways?**

A2: Any work to repair or replace a fire hydrant that will impact and concrete, asphalt, driveway or road work will have to be approved by City Utility Department. A report is to be development that outlines the work required, location of work and the fire hydrant identification number. This report to be submitted weekly to the Fire Marshal Office as an excel spreadsheet.

Q3: What type of fire hydrants does the city currently have installed throughout the city?

A3: The utility departments' first choice is a Kennedy brand fire hydrant.

Q4: Technical Specifications Reference Page 12

A. Hydrant Maintenance/Testing

Line 14. Scrape, wire brush, or sand blast and paint the hydrant.

After reviewing the specifications and noticed that line 14 references wire brushing, scraping, or sandblasting for hydrant surface preparation. Given the current condition of many hydrants throughout the distribution system, it appears that sandblasting may be required in a significant number of cases.

Could you please clarify the following:

1. Separate Line Item for Sandblasting: Will there be a separate line item included in the bid for sandblasting hydrants, or should the cost be factored into the general preparation scope?
2. Standard Operating Procedure (SOP): Does the City have an established SOP or specific guidelines for determining the appropriate grade or method of cleaning for each hydrant or asset? If so, could you please provide that documentation?

This information will help ensure accurate cost estimating and consistent quality across all work performed.

Line 8. Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, report this on spreadsheet or database and continue to flow hydrant. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.

During hydrant flushing, there may be instances where the water does not clear within the standard timeframe. In such cases, extended flushing may be necessary to achieve acceptable water quality.

3. Could you please confirm whether there will be a separate line item or provision in the contract to account for extended flush time under these conditions?

This clarification will help ensure proper planning and cost allocation during execution.

Line16. Replace (if defective) blue reflective road marker or install (if not present) blue reflective road marker. Reflective markers shall be Stimsonite model-911-A. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the centerline of the roadway lane closest to the hydrant.

4. I would like to confirm whether the City of Ormond Beach will accept an "or equal" alternative to the specified Reflective Pavement Marker (RPM) product listed in the project documents.

If alternatives are permitted, could you please advise on the submittal and approval process for proposed equivalent products?

- A4:**
1. Provide a separate line item for scrape, wire brush and sand blasting. Note that the utility department uses a zero gauge high pressure cleaner.
 2. The city has no SOG for cleaning. The appropriate method of clearing should be based on the severity of corrosion.
 3. If the flush does not clear after 15 minutes, continue to flow for an additional 5 minutes. If the water does not clear at the end of the 5 minutes , discontinue flushing and contact Utilities as outlined in line 19. An additional line item will not be added.
 4. An equivalent marker can be used but it has to first be approved. The cut sheets and specification of the product will have to be provide prior to installing by the Fire Marshals' Office.

Q5: Technical Specifications Reference Page 14

C. Valve Maintenance/Testing

Valve maintenance shall include the following procedures:

Line 6. Raise valve box to grade (if applicable).

1. **Valve Box Extensions: Will the City be adding a separate line item for valve box extensions ranging from 1" to 12"?**
2. **Surface Conditions: Will compensation vary based on whether the valve box is in a green area, asphalt, or concrete surface? If so, will separate line items be provided to reflect the additional labor and materials required for each surface type?**

This clarification will help ensure accurate pricing and efficient execution in the field.

Line 7. Align valve box to vertical position (if applicable).

We would like clarification on the following:

3. **If the valve box is in green areas, asphalt, or concrete, will separate line items be provided to account for the additional labor, materials, and surface restoration required for each surface type?**

Understanding how these variations will be handled will help ensure accurate estimation and compliance with project expectations.

- A5:**
1. The city will not be adding any additional line items. A report will need to be generated and forward to the city utility's as to the extent, location, hydrant I.D., and type of repair that is needed.

2 & 3. This work will need to be reported to the city utility's. They will make any decisions as to whether or not that they perform the repairs or the project is subcontracted to a third party.

Q6: Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements Reference Page 15

The Vendor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Volusia County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

When applying for FDOT and Volusia County Utility Right-of-Way (ROW) permits, it is required that the utility owner provide plans and specifications detailing the scope of repair and/or replacement work. These documents must be included as part of the contractor's ROW permit application package.

- 1. Please confirm whether the City will be supplying these plans and specifications, or if the contractor is expected to develop them based on field conditions and City standards.**

This clarification is essential to ensure timely permitting and compliance with local and state requirements.

A6: If the utility owner is responsible for supplying plans and specifications detailing the scope of repairs and/or replacement work, then that will be the responsibility of the city utilities' department.

**Q7: A. Payment and Performance Bonds Reference Page 17 (attached)
Payment and Performance Bonds.**

Could you please confirm the following regarding the funding and bonding for this contract:

- 1. What is the total yearly funding allocated by the city for this work activity?**
- 2. Bonding Requirements: Is the contractor required to provide a performance and payment bond for the full extended contract price, or just for the annual budgeted amount expected to be authorized each year?**

This clarification will help us ensure our bonding aligns with the City's expectations and financial structure for the project.

A7: 1. Funding from the city will be based on the number of hydrants serviced or repaired. An annual amount is not established.

2. No bonds are required in response to the RFP.

Q8: Pricing Sheets Reference Pages 31 and 32

Bid Quantities and Unit Pricing:

We respectfully request clarification on the following items related to the bid form and work scope:

1. On the pricing page, the unit is listed as “each.” Does this imply that the quantity is one (1) for all line items?
2. For example, Line Item 1 lists a quantity of 2,500 — should we bid a unit price for each of the 2,500 units, or enter a total lump sum for all?

A8: 1. This implies that we may pick one hydrant to be repaired but that would not be practical.

2. Your submittal should be based on a single unit price knowing that there are 2,500 fire hydrants.

Q9: Line Stops vs. Shutdowns:

(Line Items 5 through 9)

Several of these work items may require line stops, which are significantly more costly than standard shutdowns.

1. Will there be a separate line item added for line stops, if required?
2. Will the City of Ormond Beach coordinate and provide shutdowns where feasible, or is this the contractor's responsibility?

A9: 1. If a Line Stop is required, contact the utilities department and schedule a date and time that they can perform this service. Skip the hydrant in question and move to the next unit.

2. There will not be a line item for standby. Contact the utilities department for assistance. If the standby will take more than 20 minutes call for the fire department for relief.

Q10: Standby Time for Unsuccessful Shutdowns

1. In cases where a shutdown is attempted but not successful (e.g., due to valves not holding), will there be a line item or compensation allowed for standby time?

A10: Follow Q9, line 1 and 2.

Q11: Additional Line Items

1. Will the City of Ormond Beach consider adding specific line items for fire hydrant extensions in 6", 12", 18", and 24" increments?

2. Additionally, will line items be added for hydrants installed at greater than 48" depths, typically in 6" increments, which would require compliance with OSHA excavation standards?
3. Furthermore, will the city include additional line items for related restoration work, such as flatwork asphalt, curbing, and concrete, given that not all hydrant installations are the same?
4. Lastly, will there be an additional line item for Maintenance of Traffic (MOT) requirements, as specified in FDOT MOT plans, including all necessary setup per FDOT standards?

A11: 1. Not at this time. Provide a weekly report to identify any hydrants that need to be raised.

2 Hydrants will not be raised over 36" to the top of the hydrant.

3. The Utilities department to make these determinations. These repairs need to be included in a weekly report.

4. If a repair requires this level of service protection, a separate contract should include this cost.

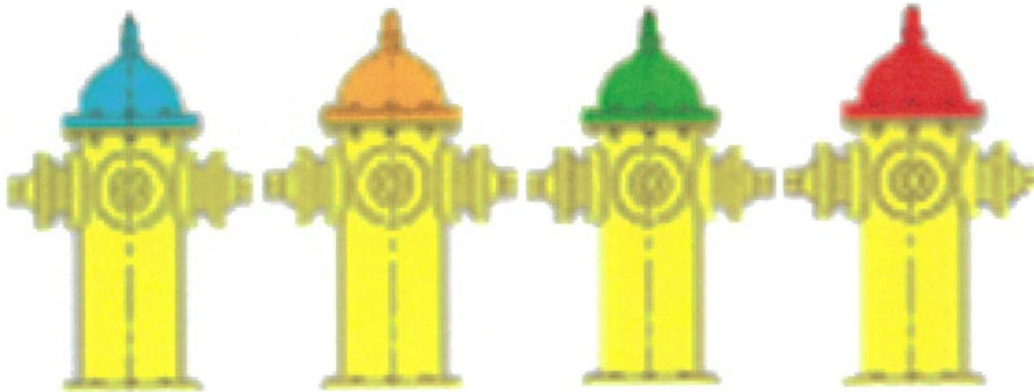
Q12: What are permissible pass thru items? Bid said to reference Restoration and Contractor Pass Through section of this document, but we are not seeing allowable pass thru items. Right now the way we read it, for construction services, we would have to price everything into each line item. All things that would normally be pass through with a minimum markup like, sod, concrete, asphalt, and well pointing if needed. Can we get clarification on this.

A12: This section is not applicable as when repairs exceed the basic testing, maintenance and repairs of fire hydrants, i.e, raising or lowering the hydrant or nozzle replacement for example. The more complex repairs will be the responsibility of the Utilities Department. Please disregard reference to pass through section.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **RFP No. 2025-27, Fire Hydrant Maintenance and Repair s** for the City of Ormond Beach.

END OF ADDENDUM No. 2

Fire Hydrant Color Code



Fire flow color code

Blue for hydrants with a fire flow of 1500gpm or greater (+).
Green for hydrants with a fire flow between 1000 to 1499gpm's.
Orange for hydrants with a fire flow between 999 to 800gpm's.
Red for hydrants with a fire flow between 499 to 1gpm.

Bonnet to be painted the appropriate fire flow color with the barrel painted yellow as shown above.

Approved colors are manufactured by Rustoleum. Product numbers as follows;

Safety Blue #1005512
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Safety Green #1021189
Safety Yellow #1021183

Substitutes are allowable upon written approval prior to usage.

ANSI safety equivalent paint; Blue #PMS285C, Orange #PMS151C,
Red #PMS186C, Green #PMS335C, Yellow #PMS109C.

Exhibit A

ADDENDUM NO. 4

July 8, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 4 **RFP No. 2025-27, Fire Hydrant Maintenance and Repair**

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

Due date has been extended to July 23, 2025 at 4:00 PM

END OF ADDENDUM No. 4

ADDENDUM NO. 5

July 14, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 5 RFP No. 2025-27, Fire Hydrant Maintenance and Repair

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

QUESTIONS and ANSWERS

Questions and clarifications regarding the responses in Addendum 3

Q1: In response to Answer 4, Item #1:

Please provide a separate line for each of the following processes: scraping, wire brushing, and sandblasting. Please note that the Utility Department utilizes a zero-gauge high-pressure cleaner.

Is there any information the city can share to help clarify this item? The current response is unclear, and the city has not provided a definitive answer regarding this question.

A1: The city will NOT provide a separate line item for either brush cleaning or sandblasting. Take whatever measures are necessary to properly clean the fire hydrants. This cost should be factored into the general preparation scope.

Q2: In response to Answer 4, Item #2:

The city has no Standard Operating Guideline (SOG) for cleaning. The appropriate method should be determined based on the severity of corrosion.

Will the City provide guidelines or examples to define levels of severity? Additionally, since sandblasting and zero-gauge high-pressure cleaning are considered specialty equipment, should the contractor include these as separate line items in the spreadsheet for the Utility Department's review?

A2: No guidelines for cleaning. As for examples, if wire brushing does not clean the hydrant then sandblast the hydrant to remove damaging corrosion prior to painting.

Q3: In response to Answer 8, Item #2

Your submittal should be based on a single unit price, knowing that there are 2,500 fire hydrants.

Please clarify your line item. If the unit cost for hydrant maintenance is listed as \$1.00, is the expected total for that line item \$2,500.00 or \$1.00? The current line-item description is unclear.

A3: As the pricing matrix explains near the top, "Unit Price per unit"

Q4: In response to Answer 9, #1 & #2

If a Line Stop is required, contact the utilities department and schedule a date and time for them to perform this service. Skip the hydrant in question and move to the next unit.

Please clarify—this task pertains to the replacement of fire hydrants, not their maintenance. The city performs the line stop for this line itself.

Additionally, the previous question regarding standby time refers specifically to hydrant replacements, not maintenance. Suppose the City is unable to shut the water off at the scheduled time provided to the contractor, and the contractor has an open excavation waiting to proceed for more than an hour. In that case, this should be considered **standby time for a replacement task**, not routine maintenance.

A4: The Utilities Department will have first right of refusal to make any significant repairs. If an unexpected circumstance develops, it will have to be addressed on a case-by-case event.

Q5: In response to Answer 11, #2

Hydrants will not be raised over 36" to the top of the hydrant

This question is regarding **new hydrant installations**. The bid specifies a (bury) depth of 48". If the installation requires a greater bury depth—such as a 52" or 62" hydrant—this would exceed what is included in the current bid line item. Please clarify how the city intends to address situations where a deeper bury depth is required.

A5: If raising the fire hydrant exceeds 48", the utilities department will have to be consulted and a mutual cost for completing the job will be determined.

The utilities department will have to make that determination.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **RFP No. 2025-27, Fire Hydrant Maintenance and Repair s** for the City of Ormond Beach.

END OF ADDENDUM No. 5

City of Ormond Beach Florida

Request for Proposal No. 2025-27 Fire Hydrant Maintenance and Repair (As Needed)

July 23, 2025
4:00 PM EST

Submitted by:
Hydromax USA
3700 River Walk Drive, Suite 145
Flower Mound, TX 75028
(863) 398-9202

ORIGINAL
Response valid until 10/21/2025

July 23, 2025

Rob Hart
Purchasing Coordinator
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174

RE: Request for Proposal No. 2025-27 / Fire Hydrant Maintenance and Repair (As Needed)

Dear Mr. Hart and Members of the Selection Committee,

On behalf of Hydromax USA, I am proud to present our qualifications and pricing in response to the referenced solicitation. We have completed a thorough review of the RFP and associated addenda (#1 - #5) and fully understand and acknowledge all terms and conditions as set forth. With extensive experience in fire hydrant maintenance and repair programs—and a strong presence in Florida, Hydromax USA is uniquely equipped to deliver exceptional results for your program.

Since our founding in 2003, Hydromax USA has built a reputation for excellence in helping water and wastewater utilities achieve operational efficiency, protect critical infrastructure, and optimize resource allocation. Our innovative solutions and world-class team are committed to ensuring the continuity and reliability of essential services for the communities we serve. Simply put, we help communities thrive!

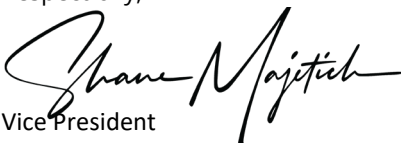
We bring unparalleled expertise to this project, backed by a proven track record:

- **Comprehensive Experience:** Our crews have assessed over 1.6 million valves, **tested, maintained, and flushed more than 500,000 fire hydrants**, and collected 95 million data points across utilities such as Pasco County, Sarasota County, Seminole County, Marion County, and Daytona Beach.
- **Advanced Capabilities:** Beyond valve assessment and maintenance, our team offers expertise in pipeline condition assessment, leak detection, sanitary sewer evaluation surveys, and multi-sensor inspections. This holistic approach enables us to deliver a complete and accurate view of buried infrastructure, empowering strategic decision-making.
- **Data-Driven Solutions:** As an ESRI Silver Partner, our 70+ full-time GIS professionals specialize in client information management, program analytics, and customized reporting. These capabilities ensure seamless project execution, supported by proven processes for progress tracking, risk management, and quality assurance.

The City of Ormond Beach can trust Hydromax USA to deliver exceptional outcomes through our dedication to precision, reliability, and innovation. We are enthusiastic about the opportunity to partner with you to implement this vital program and help the City achieve its infrastructure goals. Should you have any questions about our submission, please do not hesitate to contact me directly at (813) 305-6610 or shane.majetich@hydromaxusa.com

Thank you for considering Hydromax USA. We look forward to the opportunity to support your efforts.

Respectfully,



Vice President
Water & Wastewater Solutions

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Appendix	19
• Proposer Acknowledgement Form • Verification of Employment Status Using E-Verify System • RFP Response Form • Conflict, Non-Conflict of Interest Statement Litigation Statement • Drug-Free Workplace Certification • Affidavit of Compliance with Section 287.138, Florida Statutes Contracting with Foreign Entities of Concern • Human Trafficking Affidavit • Bid Price • Certificate of Insurance	



Thank you for considering us!

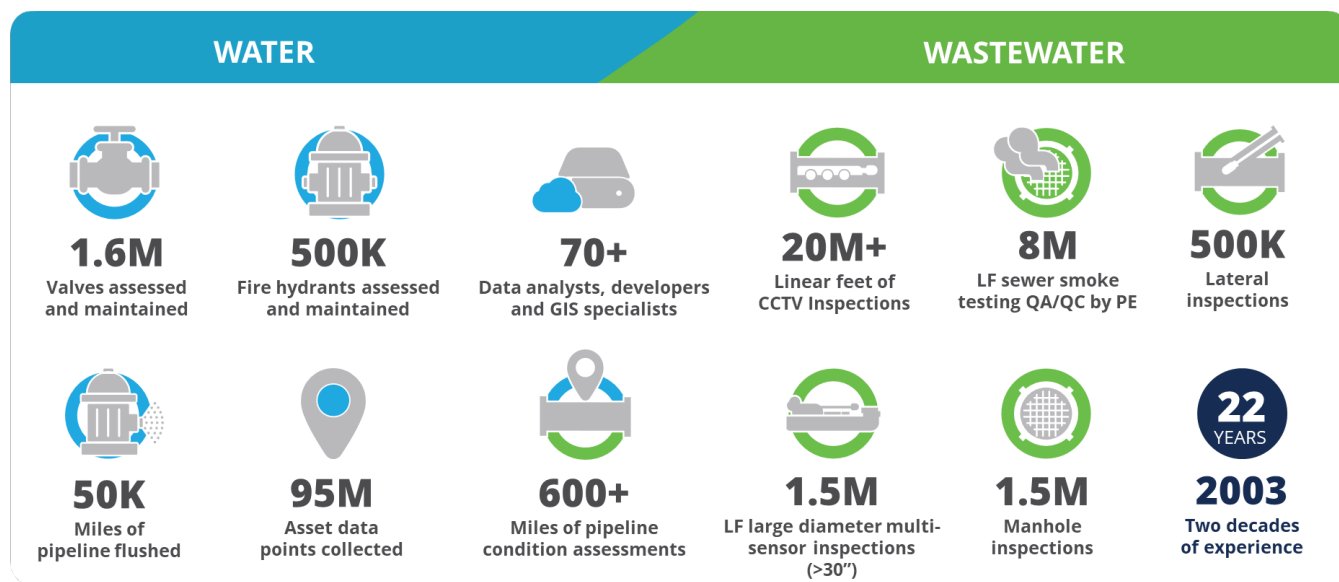


1

Qualifications & Experience

Qualifications and Experience

Over the past 22 years, Hydromax USA has built a strong track record of supporting water and wastewater clients across the United States. With more than 550 employees, our in-house crews and project managers have tested and maintained more than **500,000 fire hydrants**, assessed over 1.6 million valves, and collected 95 million data points. As a national professional services firm, Hydromax USA has the expertise, manpower, and resources to successfully execute this program and is well-positioned to provide additional capabilities and innovative solutions to the City of Ormond Beach.



Hydromax USA provides a comprehensive suite of field assessment services supported by state-of-the art technologies, industry-leading equipment, innovative techniques, and a team of dedicated and passionate professionals. We transform infrastructure data into actionable business intelligence, enabling utilities to make informed decisions regarding the renewal of their buried infrastructure and investment of critical resources.

Water Field Services

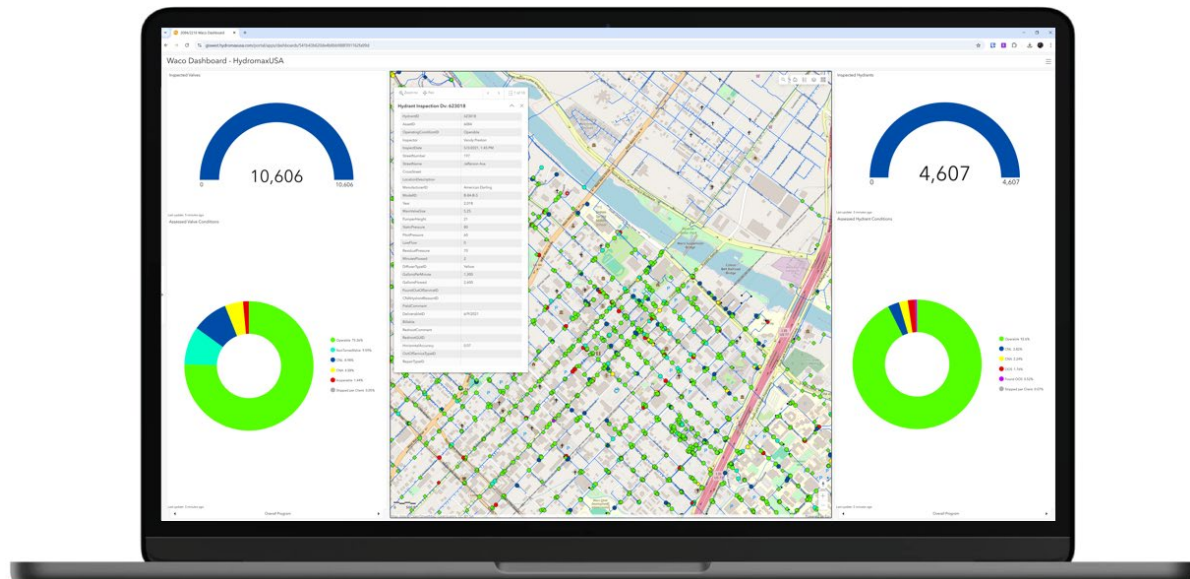
- Fire hydrant testing & maintenance
- Fire hydrant painting
- Valve assessment
- Asset mapping
- Unidirectional flushing
- Minor repairs
- Leak detection
- Pipeline condition assessment

Wastewater Field Services

- CCTV Inspections
- Sonar, Laser/LiDAR
- Pipeline cleaning
- Manhole inspections
- Flow Monitoring
- Smoke Testing
- Gas pocket detection
- Pipeline condition assessment

WEB-BASED PROJECT MANAGEMENT DASHBOARD

Hydromax USA will provide a web-based application capable of providing the Utility with the following real-time program metrics and information. Our dashboard is a comprehensive, web-hosted platform designed to provide real-time updates and actionable insights from field assessments of valves and fire hydrants. This platform will integrate the Utility's initial asset data with data collected during the assessment program, enabling seamless visualization and interaction with specific assets through various dashboard elements. The data platform will provide field technicians with a QC embedded data collection interface to ensure quality of the data and will provide the Utility with understandable metrics and project health statistics, supporting informed decision-making and proactive management.



Web-Based Program Dashboard

Key Dashboard Features:

- **Progress Tracking:** Detailed summary of expected appurtenances throughout the program, as well as actual inspections performed.
- **Aggregated Operational Data:** Compilation and display of information regarding the operating condition and other relevant operational data of assets assessed by the service provider.
- **Interactive Asset View:** Capability to view the location and attributes of individual assets or groups of assets interactively.
- **Year-over-Year Assessment Comparison:** Tools to compare assessment data year-over-year to track changes in the system over time.
- **Spatial Work Assignment:** Ability for Utility to assign work through a spatial selection process within the application.
- **Multimedia Content Delivery:** Feature-driven multimedia content delivery for appurtenance information, enhancing the visualization and understanding of asset data.
- **Export Capabilities:** Functionality to export asset information on demand for external use and reporting.
- **Digital Pairing Display for Hydrant Testing:** For two-hydrant M-17 fire hydrant testing and maintenance, the dashboard will display planned digital pairings of hydrants before field work execution.

Key Features for Fire Hydrants:

- Tachometer: Represents the number of hydrants assessed to date.
- Pie Chart: Displays the operability status of hydrants.
- Out of Service Hydrants: Provides specific information on hydrants that are out of service and the required repairs, which is crucial for ensuring availability for firefighters.
- System Pressures and GPM: Includes a histogram of system pressures and GPM from flowed hydrants.
- Accessibility Issues: Identifies hydrants that were inaccessible, could not be located, or need raising for proper operation.
- Low Flow Hydrants: Highlights hydrants with flow below 20 psi, indicating potential closed valves in the system and increased water contamination risk.

**Data Management**

The critical aspects to this project are the field collection, management, and sharing of asset data between the field crews and the Hydromax USA GIS team and the replication of collected data between Hydromax USA and the City. To ensure smooth, low impact, data deliverables Hydromax USA will hold GIS data alignment meeting to obtain and review the current water database structure, also known as the “data-model.” This review will focus on Hydromax USA’s internal data workflow processes and identifying possible data-model revision recommendations for the City to consider prior to the beginning of field operations.

Hydromax USA is flexible regarding project data deliverables and will work with the City to determine the most efficient delivery format. We provide a Personal Geodatabase deliverable that can be reviewed in ArcMap prior to migrating this data into the City’s enterprise GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in the City’s enterprise GIS.

Data Deliverable Quality Assurance & Quality Control

Hydromax USA’s Quality Assurance Program is a formal methodology designed to assess and continually monitor the quality of services provided to ensure the services are within specifications of the contract scope. Our quality assurance includes formal review of processed and data, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken.

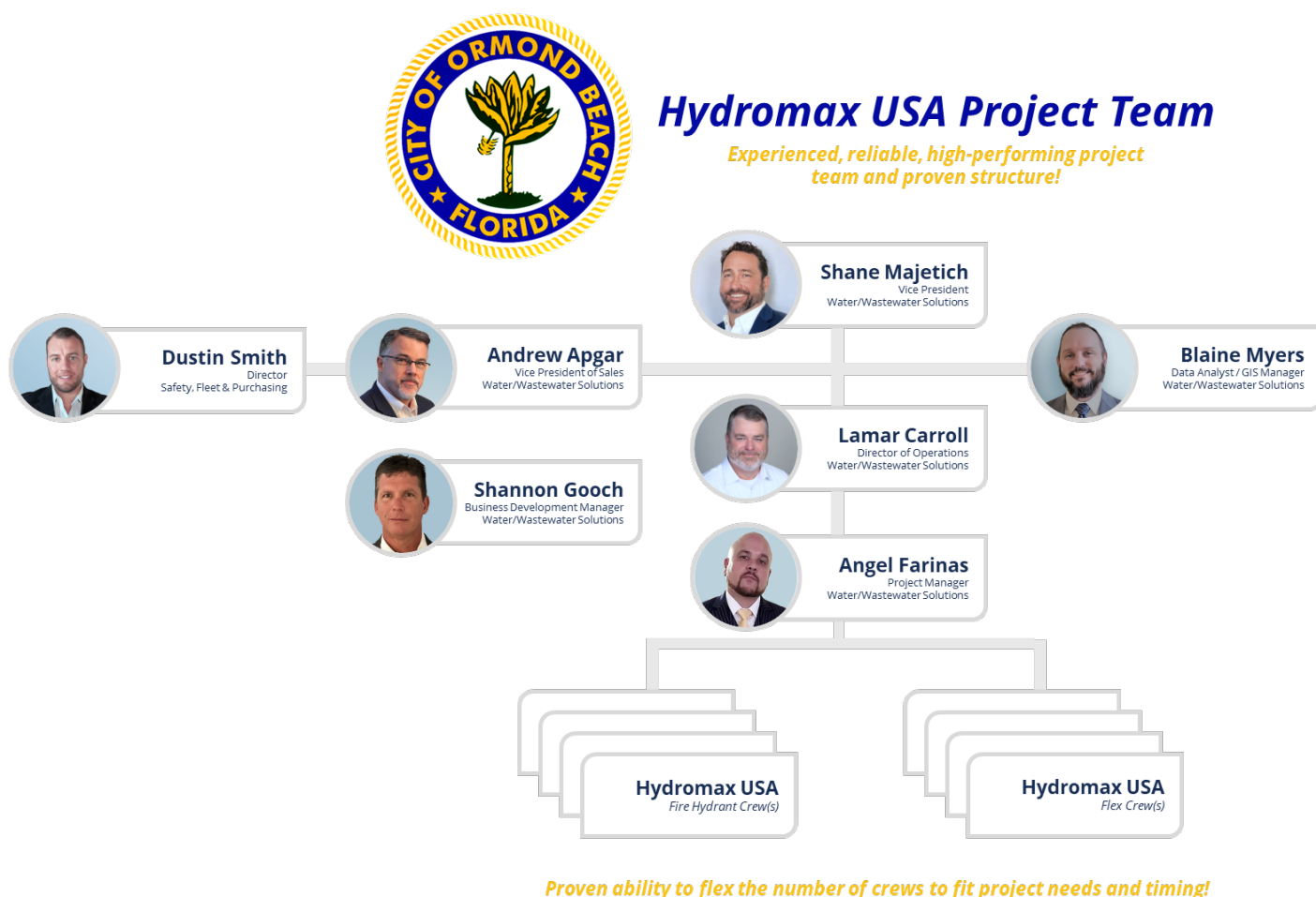
Quality Control involves defining the standard means and methods that data will be captured and then reviewed for accuracy. This includes automated tests for adherence to domain values, maintaining integrity of database schemas, and validating data based on best practices established by Hydromax for field inspections of water features. Hydromax will perform these tests as a combination of programmatic geoprocessing tools and manual review prior to submission to the City.

Data delivered from the field is processed through Hydromax' standardized QA/QC scripts to evaluate data against established HUSA program queries for fire hydrant data discrepancies. All data that is identified as exception data is reviewed by the program Operations Manager and reported to the Data Auditor prior to being released to the field for correction.

- Hydromax will perform this QA/QC analysis on all data recorded before the data is submitted to the client.
- Hydromax will also review, prior to each submission, the accuracy of the billing, contractual compliance, and internal procedural compliance.
- All non-conforming audit findings will be documented with Corrective Action Requests as appropriate.

Team Organization and Qualifications

Hydromax USA is a national professional services firm with more than 550 employees – each one dedicated to serving water, wastewater, and gas utilities. Simply put, this is what we do every day, and we have the necessary expertise and workforce to successfully execute this program and are well-positioned to provide additional capabilities and solutions for the City of Ormond Beach. The team assembled for this project has over 100 years of combined industry experience.





Angel Farinas

Project Manager

Angel has more than 20 years of project management experience in the water/wastewater industry. Throughout his career, Angel has led numerous projects and crews including valve assessment and repairs, fire hydrant assessment and repair, and Unidirectional Flushing (UDF) programs. Collaborates with utilities and municipalities to ensure projects are completed on time and within budget. Responsibilities include maintenance inventory, crew training (heavy equipment, pipe installation, and FEMA forms), and meeting coordination.

Licenses

- Water Distribution "2"
- PACP, LACP, MACP
- Waste Water "A"
- Reclaimed Water "C"
- Storm Water Collections "C"
- Industrial Pretreatment (IPP)"C"
- Safe Storm Training
- FEMA ICS 100.b, 200.b, 700.b, 800.b G-300, G-400
- Confine space -CDL B/Tanker
- 1200-hour Electrician course
- MOT Certified EXP
- FW & PCOA Backflow EXP

Areas of Expertise

- Project management
- Unidirectional flushing
- Fire hydrant maintenance
- Hydrant and valve repairs
- Field execution
- Data collection
- Pipeline condition assessment

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY, ORLANDO, FLORIDA

Project Manager for Orange County Utility's valve, blow off and hydrant assessment and UDF execution program. Responsible for overseeing all field operations for OCU. Managed asset/data inspection and safe operations Maintenance of Traffic (MOT). Managed 24 employees including: 4 valve crews, 4 blow off crews, 4 hydrant crews, and 2 UDF crews.

CCTV AND CLEANING – ORANGE COUNTY, ORLANDO, FLORIDA

Project Manager for Orange County Utility's CCTV and Cleaning. PACP certified supervising multiple sewer crews inspecting 700,000 LF annually. Coordinating with County inspectors, permitting FDOT for daily operations with MOT.

VALVE, HYDRANT AND UDF PROGRAM – SEMINOLE COUNTY SANFORD, FLORIDA

Project Manager for Seminole County's full system valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system UDF Program.

VALVE, HYDRANT ASSESSMENT & REPAIR- CITY OF DAYTONA BEACH DAYTONA BEACH, FLORIDA

Project Manager for City of Daytona Beach's full system performing condition assessment, preventive maintenance, and GIS integration for 2,763 fire hydrants, and 7,923 Valves. Performed timed flushing with turbidity and chlorine testing.



Shannon Gooch

Business Development Manager

Shannon leads business development efforts in Florida, supporting utilities with comprehensive asset management programs. His focus areas include valve assessments, fire hydrant testing and maintenance, valve and hydrant repairs, unidirectional flushing, leak detection, pipe condition assessment, and construction and remediation activities. He collaborates closely with the project management team to oversee long-term, multi-faceted projects that often involve diverse scopes of work, multiple crews, and various locations operating simultaneously.

Project Experience Highlights

Areas of Expertise

- 20+ years water/wastewater experience
- Program management
- Contract management
- Team development
- Field execution
- Equipment repair
- Product demonstration and training
- Hydrant and valve repairs
- Water systems evaluation
- Buried infrastructure assessment and analysis
- Pipe condition assessment

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY, FLORIDA

Business Development Manager for Orange County Utility's valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system UDF Program.

VALVE, HYDRANT AND UDF PROGRAM – SEMINOLE COUNTY SANFORD, FLORIDA

Business Development Manager for Seminole County's full system valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system UDF Program.

FIRE HYDRANT PROGRAM – SUMTER COUNTY, WILDWOOD, FLORIDA

Business Development Manager for Sumter County's fire hydrant program and Fire M17 fire hydrant testing for ISO. Project consisted of fire hydrant ISO testing and maintenance for 1,100 fire hydrants. Responsible for client meeting with both Fire and Utilities, coordinating scheduling with project manager, and working on renewed contract.

FIRE HYDRANT PROGRAM – CITY OF TITUSVILLE, FLORIDA

Business Development Manager for the City of Titusville's fire hydrant program. Project consisted of M17 testing and maintenance, and GIS integration for 2,500 fire hydrants. Condition assessment, maintenance, and GIS integration for 4,750 water system valves. Responsible for client meetings and coordinating scheduling with project manager.



Lamar Carroll

Director of Operations, East

Lamar manages the Eastern half of the U.S for the Water Group including Valve assessment and repairs, Fire Hydrant assessment and repair, Unidirectional flushing, Leak Detection, Pipe Condition assessment and construction/remediation activities. Management of these projects span long term scopes with multiple crews operating in multiple locations performing multiple tasks as well as short term single effort projects.

Licensing

- Licensed Utility Contractor
 - Tennessee
 - Florida
 - Alabama
 - Virginia
- Florida level 3 distribution License

Certifications

- OSHA 30
- 16hr MOT
- Confined Space Entry
- Competent Person Excavation

Areas of Expertise

- Project management
- Water systems evaluation
- Underground construction and remediation services
- Hydrant and valve repairs
- Field execution

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY ORLANDO, FLORIDA

Operations Manager for Orange County Utility's valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system Unidirectional Flushing Program.

HYDRANT ASSESSMENT – METRO WATER SERVICES NASHVILLE, TENNESSEE

Operations manager for a full comprehensive program to assess and remediate all valves and hydrants within the Metro Water system. Project consisted of preliminary meetings with client, coordination with TDOT, permitting, coordination of multiple valve and hydrant crews and monthly project update meetings.

VALVE, HYDRANT AND UDF PROGRAM – SEMINOLE COUNTY SANFORD, FLORIDA

Operations Manager for Seminole County's full system valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system Unidirectional Flushing Program.

VALVE ASSESSMENT – GREAT LAKES WATER AUTHORITY DETROIT, MICHIGAN

Operations Manager for GLWA's large valve, ARV, and vault assessment program. Project consisted of preliminary client meetings, site visits, coordination with the water distribution plants, coordination with MDOT, valve remediation repairs, coordination with traffic control and vault dewatering subs, confined space entry and permitting as well as bi-weekly progress meetings.



Blaine Myers

GIS / Data Analyst Manager

Blaine manages Hydromax USA's team of data analysts. He has worked to help organizations maintain and improve their GIS through a wide range of methods. These include using GIS software to standardize information from multiple data sources, automating time consuming tasks through scripts and models, and utilizing web technologies to develop new products and extend the range of maps and data.

Areas of Expertise

- Project management
- GIS / data analysis
- CMMS integration
- Project visualization tools

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY, FLORIDA ORLANDO, FLORIDA

Data Manager for Orange County Utility's valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system Unidirectional Flushing Program.

VALVE AND HYDRANT ASSESSMENT – METRO WATER SERVICE NASHVILLE, TENNESSEE

Data manager for a full comprehensive program to assess and remediate all valves and hydrants within the Metro Water system. Project consisted of preliminary meetings with client, coordination with TDOT, permitting, coordination of multiple valve and hydrant crews and monthly project update meetings.

VALVE ASSESSMENT – GREAT LAKES WATER AUTHORITY DETROIT, MICHIGAN

Data manager for GLWA's large valve, ARV, and vault assessment program. Project consisted of preliminary client meetings, site visits, coordination with the water distribution plants, coordination with MDOT, valve remediation repairs, coordination with traffic control and vault dewatering subs, confined space entry and permitting as well as bi-weekly progress meetings.

VALVE & HYDRANT ASSESSMENT – WINSTON SALEM WINSTON SALEM, NORTH CAROLINA

Data manager for comprehensive asset management program that involved the condition assessment and remediation of 60,000 water system valves. Asset data was captured, digitized, and integrated into Winston Salem's GIS.



Dustin Smith

Director of Safety, Risk & Procurement

Dustin manages Hydromax USA's Safety, Fleet, Logistics and Training Teams. He has worked to help organizations maintain and improve our safety statistics using a custom safety app that tracks all things safety in real time. This includes Jobsite Hazard Analysis's (JHA), Stop Work/Good Catches, Confined Space Entry Permits, PPE order requests, Site Safety Audits, and Incident/Injury Reporting Forms. This along with access to a full library of SDS sheets, training materials and quick reference documents to include the full Hydromax USA Safety Manual.

Certifications

- Certified Safety Professional (CSP)
- Construction Health & Safety Tech (CHST)
- OSHA 500
- OSHA 510
- CPR/AED Instructor Certified
- NFPA70E Certified
- Competent Person in Excavation, Confined Space, Aerial Lifts, H2S, LOTO, and Fall Protection

Areas of Expertise

- Safety and Risk
- Fleet and DOT management
- Procurement
- Construction, Real Estate, Licensing, and Insurance

Project Experience Highlights

REGIONAL SUBSTATION AND TRANSMISSION SAFETY MANAGEMENT VARIOUS U.S LOCATIONS

Oversaw and assured safety of organizational employees by creating and rolling out safety policies, procedures, and training programs. Reviewed safety data and statistics to identify potential hazards or safety concerns in workplace. Led investigations of workplace accidents and incidents to identify causes. Conducted audits and safety walks to highlight unsafe/potentially unsafe conditions and design remedial measures. Updated management of organizational safety outlook and progress of various EHS initiatives through safety meetings and client safety meetings/briefs

SAFETY MANAGER – CHEMICAL REFINERTY PLANT CORPUS CHRISTI, TEXAS

Managed and maintained all safety procedures and processes as well as supervised site safety inspections for 800+ employees. Headed JSA audits, accident investigations, site safety audits, crane safety, and safety briefs. Provided effective general site management and guided confined space entry, fall protection, PPE, and incident reporting. Issued hot work permits, checked fire/hole watches, and administered bottle watch crews. Audited crew JHAs and covered all discrepancies with crews.

SAFETY MANAGER – POWER DISTRIBUTION RISING SUN, MARYLAND

Reviewed existing safe work practices of 500+ staff members and provided guidance and recommendations to improve compliance with state, federal, and internal regulations. Acclimated newly recruited staff members to organizational work environment through employee orientation sessions. Planned and initiated JSA and LOTO audits, provided safety briefs, investigated safety incidents, and reported to senior management on incidents. Conducted daily safety meetings for over 600 staff members. Issued and audited hot work permits, fire watches, confined space permits, and fall protection. Inspected and cleared permit required confined spaces with proper paperwork.



Andrew Apgar

Vice President of Sales, Water and Wastewater Solutions

Andrew brings more than 25 years' experience creating and delivering unique energy services and utility asset management solutions across diverse vertical markets and geographies. Before joining HUSA, Andrew held key sales and leadership positions with Schneider Electric, Mueller Service Co., and Triton Water Technologies. He previously served on the AWWA Water Loss Control and Asset Management Committees and has co-authored articles for the Florida Water Resources Journal and the Georgia Operator. He has a passion for helping his clients achieve their vision by leveraging technology-based solutions that improve their overall operational alignment with key performance goals.

Education

B.S., Management
United States Military Academy at West Point

Areas of Expertise

- Program management
- Team development
- Buried infrastructure assessment and analysis
- Energy management
- Non-revenue water
- Pipe condition assessment
- M44 valve assessment
- M17 fire hydrant testing
- Unidirectional flushing

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY ORLANDO, FLORIDA

Sales Executive for Orange County Utility's valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system Unidirectional Flushing Program.

BIOSOLIDS ENERGY EFFICIENCY PROJECT – CITY OF LAKELAND LAKELAND, FLORIDA

Sales Executive for performance contract that enabled Lakeland to reduce the operating costs at its main wastewater reclamation facility by more than 40%. Through the program, Lakeland can capture and condition methane gas to use as a sustainable fuel source for an onsite cogeneration (CHP) system. This project received special recognition from the Environmental Protection Agency.

VALVE & HYDRANT ASSESSMENT – METRO WATER SERVICES NASHVILLE, TENNESSEE

Sales Executive for comprehensive asset management program that involved the condition assessment and remediation of 60,000 water system valves and 35,000 fire hydrants. Asset data was captured, digitized, and integrated into Metro Water Services' GIS.

METER REPLACEMENT/AMR PROJECT – EMERALD COAST UTILITIES PENSACOLA, FLORIDA

Sales Executive for non-revenue water program that allowed ECUA to replace more than 75,000 water meters and automate its meter reading capabilities. ECUA was able to reinvest recaptured water revenues to help fund the program.



Shane Majetich

Vice President of Water & Wastewater Solutions

Shane leads Hydromax USA's Water and Wastewater Solutions division. His experience includes the execution of water infrastructure assessment programs impacting millions of water systems assets while employed most recently as Business Unit Manager for Mueller Service Company where he had complete responsibility for the division. Shane provides expertise in the assessment of aging water and wastewater infrastructure through the implementation of technology-based solutions providing actionable infrastructure information for client network assets.

Education

M.A., Accounting
University of South Florida

Areas of Expertise

- Program management
- Team development
- Contract management
- Buried infrastructure assessment and analysis
- GIS / data analysis
- Pipe condition assessment
- M44 valve assessment
- M17 fire hydrant testing
- Unidirectional flushing

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY, FLORIDA ORLANDO, FLORIDA

Operations Executive for Orange County Utility's valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system Unidirectional Flushing Program.

VALVE AND HYDRANT ASSESSMENT – METRO WATER SERVICES NASHVILLE, TENNESSEE

Operations Executive for a full comprehensive program to assess and remediate all valves and hydrants within the Metro Water system. Project consisted of preliminary meetings with client, coordination with TDOT, permitting, coordination of multiple valve and hydrant crews and monthly project update meetings.

VALVE ASSESSMENT – GREAT LAKES WATER AUTHORITY DETROIT, MICHIGAN

Operations Executive for GLWA's large valve, ARV, and vault assessment program. Project consisted of preliminary client meetings, site visits, coordination with the water distribution plants, coordination with MDOT, valve remediation repairs, coordination with traffic control and vault dewatering subs, confined space entry and permitting as well as bi-weekly progress meetings.

VALVE, HYDRANT AND UDF PROGRAM – SEMINOLE COUNTY SANFORD, FLORIDA

Operations Executive for Seminole County's full system valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system Unidirectional Flushing Program.

Workforce Development / Team Training

At Hydromax USA, we place a strong emphasis on workforce development to ensure that all team members are fully trained and equipped to perform their roles safely and efficiently. Our training process includes:

- **New Hire Onboarding & Safety Training:** All new employees undergo an initial onboarding process that covers safety protocols, equipment operation, and for this project, City-specific requirements. This includes OSHA safety standards, confined space entry procedures, and best practices for sewer cleaning operations.
- **Hands-On Equipment Training:** Field employees receive hands-on training with our combination sewer cleaning trucks, focusing on high-pressure water jetting, vacuum extraction, and debris handling and hauling. Operators and crew members are trained to identify potential sewer system hazards and mitigate risks during operations.
- **CDL Driver Training & Crew Redundancy:** To enhance workforce reliability and reduce operational disruptions, our training plan includes hiring and training CDL drivers as crew helpers. This approach ensures that each crew has built-in redundancy, allowing helpers to step into the operator role as needed, maintaining productivity and reducing downtime.
- **Ongoing Skill Development & Certification:** Employees participate in continuous training programs, including refresher courses and certification opportunities, ensuring compliance with industry standards and best practices.

This structured training process ensures that all personnel working on the City's projects are well-prepared, safety-conscious, and capable of delivering high-quality fire hydrant maintenance and repair services.



2

References

References

Hydromax USA has achieved an outstanding record of supporting water and wastewater clients throughout the United States. Our crews have tested and maintained more than **500,000 fire hydrants**, assessed over 1.6 million valves, flushed over 50,000 miles of pipelines, performed nearly 50,000 test-cuts and shutdowns and collected 95 million data points.



The following references are provided to demonstrate the capabilities of the Hydromax USA team in working with diverse clients to create and deliver programs tailored to fit unique needs.

Orange County Utilities, Orlando, Florida

Contact: Dustin Putney-Hoke, 407.836.6822, dustin.putney@ocfl.net

Contract Dates: 2022 - Ongoing

Contract Amount: \$9.6 million

Scope of Work: Sub-foot GPS location, condition assessment, maintenance, UDF, and GIS integration for 42,000 water system valves (over 5,700 large valves) and **13,500 fire hydrants**; UDF. Real time updates via project management dashboard.

Seminole County, Sanford, Florida

Contact: Chris Graybosch, 386-307-2560, cgraybosch@seminolecountyfl.gov

Contract Dates: 2011 – 2015; 2020 - ongoing

Contract Amount: \$2 million

Scope of Work: Testing and maintenance, and GIS integration for **6,000 fire hydrants**. Condition assessment, maintenance, and GIS integration for 13,000 water system valves.



Hydromax USA was recently awarded two (2) contracts in March 2025: 1) Fire Hydrant - Valves Maintenance, Repair & Flushing; 2) Fire Hydrants - Valves Repair & Construction.

City of Daytona Beach, Daytona Beach, Florida

Contact: Jeff Lane, 386.671.8513, lanejeff@codb.us

Contract Dates: 2020 - Ongoing

Contract Amount: \$150,000

Scope of Work: Testing and maintenance, and GIS integration for **2,450 fire hydrants**. Condition assessment, maintenance, and GIS integration for 6,500 water system valves.

Pasco County, Land O'Lakes, Florida

Contact: Anna Fracassi, 813.929.2755 x6969, afracassi@pascocountyfl.net

Contract Dates: 2017 – 2022

Contract Amount: \$250,000 annually

Scope of Work: M17 (2-hydrant) testing and maintenance, and GIS integration for **9,000 fire hydrants**.

Sumter County, Wildwood, Florida

Contact: Jeremy Feil, 352.689.4400, jeremy.feil@sumtercountyfl.gov

Contract Dates: 2023 – 2027

Contract Amount: \$76,152 annually

Scope of Work: Fire hydrant ISO testing and maintenance for **1,100 fire hydrants**.

City of Titusville, Florida

Contact: Kevin Cook, 321.567.3846, kevin.cook@titusville.com

Contract Dates: 2023 – 2027

Contract Amount: \$344,244 annually

Scope of Work: M17 testing and maintenance, and GIS integration for **2,500 fire hydrants**. Condition assessment, maintenance, and GIS integration for 4,750 water system valves.

City of Tulsa, Oklahoma

Contact: Monty Ragsdale, 918.596.9394, mragdale@cityoftulsa.org

Contract Dates: 2020-2023

Contract Amount: \$500,000 annually

Scope of Work: Sub-foot GPS location, testing and maintenance, and GIS integration for **9,000 fire hydrants**.

Henrico County, Richmond, Virginia

Contact: Jarett Glasco, 804.501.5680, gla14@henrico.us

Contract Dates: 2015 – 2020; 2021 - ongoing

Contract Amount: \$1.6 million

Scope of Work: Condition assessment, maintenance, and GIS integration for 13,000 water system valves and **5,000 fire hydrants**.

City of Garland, Texas

Contact: Gustavo Reyes, 469.644.7202, greyes@garlandtx.gov

Contract Dates: 2022 - ongoing

Contract Amount: \$500,000 annually

Scope of Work: Condition assessment, maintenance, and GIS integration for 13,000 water system valves and **9,000 fire hydrants**.



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Proximity to City Hall

Proximity to City Hall

Hydromax USA's Sanford Office is located 41 miles from City Hall at 683 Progress Way, Sanford, Florida, 32771.

Financial Strength

Hydromax USA, headquartered in Flower Mound, Texas, has been a trusted industry leader for over 22 years. The company is owned by Industrial Group Partners, a San Francisco-based private investment partnership that has raised over \$3.4 billion in capital since its inception in 1997. Hydromax USA's strong financial foundation is supported by a consistent track record of performance and strategic investments in innovative technologies and infrastructure solutions. This stability enables the company to confidently deliver large-scale projects, foster long-term partnerships, and continually expand its capabilities across utility and municipal markets. With disciplined financial management and a commitment to safety and operational excellence, Hydromax USA is well-positioned to meet the evolving needs of clients such as the City of Ormond Beach while driving sustainable growth and resilience in a dynamic industry.

Corporate Headquarters:

3700 River Walk Drive, Suite 145, Flower Mound, Texas 75028

Corporate Officers:

Chris Jensen, Chief Executive Officer

Michael Farmer, Chief Financial Officer

Phone: (863) 398-9202

Email: Andrew.Apgar@HydromaxUSA.com



Corporate Headquarters

4

Appendix

Appendix

The following required documents are enclosed in this Appendix:

- Proposer Acknowledgement Form
- Verification of Employment Status Using E-Verify System
- RFP Response Form
- Conflict, Non-Conflict of Interest Statement Litigation Statement
- Drug-Free Workplace Certification
- Affidavit of Compliance with Section 287.138, Florida Statutes Contracting with Foreign Entities of Concern
- Human Trafficking Affidavit
- Certificate of Insurance
- Bid Price



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Fire Hydrant Maintenance and Repair (As Needed)**

RFP NUMBER: **2025-27**

RFP OPENING DATE & TIME: **June 25, 2025 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Hydromax USA LLC

PROPOSER'S MAILING ADDRESS: 3700 River Walk Drive, Suite 145

CITY-STATE-ZIP: Flower Mound, Texas 75028

F.E.I.N.: 20-0602448

PHONE NUMBER: (863) 398-9202

EMAIL: andrew.apgar@hydromaxusa.com

If returning as a "No Submittal", please state reason (s) _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X


AUTHORIZED SIGNATURE (MANUAL)

Michael Farmer

NAME (TYPED)

Chief Financial Officer

TITLE

6/6/2025

DATED

**City of Ormond Beach
Request for Proposals (RFP)
Fire Hydrant Maintenance and Repair (As Needed)
(RFP No. 2025-27)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Hydromax USA LLC

COMPANY NAME

AUTHORIZED SIGNATURE

Michael Farmer

NAME

Chief Financial Officer

TITLE

6/6/2025

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Fire Hydrant Maintenance and Repair (As Needed)
(RFP No. 2025-27)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>6/23/25</u>	<u>1</u>
<u>6/26/25</u>	<u>2</u>
<u>7/2/25</u>	<u>3</u>
<u>7/8/25</u>	<u>4</u>
Receipt of all of which is hereby acknowledged. <u>7/14/25</u>	<u>5</u>

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Hydromax USA LLC

VENDOR/CONTRACTOR LICENSE NUMBER: CUC1225178

ADDRESS: 3700 River Walk Drive, Suite 145, Flower Mound, TX 75028

PHONE NO.: (863) 398-9202

FAX NO.: (817) 887-2317

SUBMITTER'S NAME: Michael Farmer

(Typed or Printed in Ink)

TITLE: Chief Financial Officer

AUTHORIZED SIGNATURE: I, Michael Farmer
hereby



(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

☒ The undersigned firm has had no litigation on any project in the last five (5) years.

☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Hydromax USA LLC

COMPANY NAME

AUTHORIZED SIGNATURE

Michael Farmer

SIGNER'S NAME (PRINT OR TYPE)

Chief Financial Officer

TITLE

6/6/2025

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**City of Ormond Beach
Request for Proposals (RFP)
Fire Hydrant Maintenance and Repair (As Needed)
(RFP No. 2025-27)**

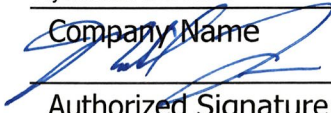
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Hydromax USA LLC

Company Name



Authorized Signature

Michael Farmer

Print Name

Chief Financial Officer

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Chief Financial Officer of Hydromax USA LLC
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: June 6, 2025 Signed: [Signature]

Entity: Hydromax USA LLC Name: Michael Farmer

Title: Chief Financial Officer

STATE OF: Texas COUNTY OF: Denton

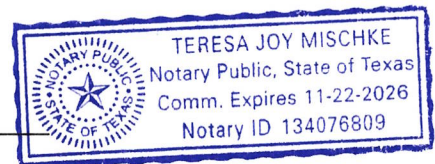
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of June, 2025, by Michael Farmer and who: ☒ Is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of Texas:

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: 11-22-2026



This document must be completed and returned with your Submittal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2026

6/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company of America INSURER B: The Travelers Indemnity Company of Connecticut INSURER C: Travelers Property Casualty Company of America INSURER D: The Phoenix Insurance Company INSURER E: St. Paul Surplus Lines Insurance Company INSURER F:	NAIC # 25666 25682 25674 25623 30481
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COVERAGES**CERTIFICATE NUMBER:** 21975192**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible: \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	DT-CO-158D2429-TIA-25	2/15/2025	2/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	810-158D2430-25-26	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ 10,000	N	N	CUP-4W507598-25-26	2/15/2025	2/15/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-4W129884-25-26-G	2/15/2025	2/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Pollution Liability	N	N	ZCE-81N89568	2/15/2025	2/15/2026	\$5,000,000 Ea claim/Agg / Ded:\$50K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Ormond Beach are included as additional insureds if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability, Umbrella Liability, Automobile Liability, and Workers' Compensation per the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**21975192**City of Ormond Beach
22 South Beach Street
Ormond Beach FL 32174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Ormond Beach

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 21975192.

- Email: Chicagoedelivery@lockton.com
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
500 W. Monroe Street, Suite 3400
Chicago, IL 60661

POLICY NUMBER: DT-CO-158D2429-TIA-25

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - NOTICE OF CANCELLATION
PROVIDED BY US (IL T4 05 05 19)**

DESIGNATED ENTITY - NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CANCELLATION: NUMBER OF DAYS: 30

NAME:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy and,
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Schedule.

ADDRESS:

The address for that person or organization included in such written request from you to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

30

CANCELLATION:

Number of Days Notice:

PERSON OR

ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00) - 002**

POLICY NUMBER:UB-4W129884-25-26-G

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.	30

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 02-19-25

ST ASSIGN:

Page 1 of 1

5

Bid Price

Pricing will be evaluated price per unit on an as-needed basis. The
City of Ormond Beach is not bound by estimated quantities.

Item	Description	Unit	Unit Price per unit	Technical Specification
1	Hydrant Maintenance (Tasks 1-22)	EA (1st year estimate 2,500)	\$87.50	A
2	Hydrant Maintenance (Tasks 1-13, 15-22)	EA	\$67.50	A
3	Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop	EA	\$9,450.00	D
4	Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA	\$11,235.00	D
5	Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	\$14,070.00	D
6	Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	\$15,566.25	D
7	Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	\$16,275.00	D
8	Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	\$17,692.50	D

9	Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA	\$18,375.00	D
10	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 6" wet tap.	EA	\$16,800.00	D
11	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 8" wet tap.	EA	\$17,272.50	D
12	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 10" wet tap.	EA	\$17,955.00	D
13	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 12" wet tap.	EA	\$18,532.50	D
14	Hydrant upper barrel repair	EA	\$850.00	B
15	Hydrant lower barrel repair	EA	\$1,495.00	B
16	Bonnet repair	EA	\$550.00	B
17	Valve testing/maintenance	EA	\$54.00	C

*If Needed

Hydrant Sand Blasting and Paint	EA	\$250.00
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**Pricing does not include, dewatering, hydrant extension, hydrants deeper than 4' bury depth, specialized shoring and MOT, all pavement demo and restoration.

Quantities:

The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to order any services under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs. All work must be approved by the City in writing prior to commencement. Contractor will not be compensated for any work performed that was not pre-approved in writing.



RFP Evaluation Summary

Fire Hydrant Maintenance and Repair

Recommendation(s) of Award highlighted

RFP Number: 2025-27
Date & Time: August 6, 2025 - 1:00 PM

The RFP's were scored on the following criteria:

Qualifications and Experience	40 Points
References	40 Points
Price	10 Points
Proximity to City Hall	10 Points 1-50 miles 7 points 51-150 miles 3 Point 151+ miles

Score Summary																					
	Qualifications and Experience 40 Points Max				References 40 Points Max				Price 10 Points Max				Proximity to City Hall 10 Points 1-50 miles 7 points 51-150 miles 3 Point 151+ miles				Totals				
Firm	N.Q.	K.G.	R.R.	Total	N.Q.	K.G.	R.R.	Total	N.Q.	K.G.	R.R.	Total	N.Q.	K.G.	R.R.	Total	N.Q. Total	K.G. Total	R.R. Total	Total	Rank
Hydromax USA	40	30	37	107	40	40	36	116	10	10	10	30	10	10	10	30	100	90	93	283	1
General Underground LLC	40	30	25	95	40	40	35	115	8	8	9	25	10	10	10	30	98	88	79	265	2
Core & Main	40	35	35	110	30	35	38	103	8	8	8	24	7	7	7	21	85	85	88	258	3
R & M Service Solutions	40	10	32	82	30	30	30	90	9	10	9	28	7	7	7	21	86	57	78	221	4
Black Sand Development	30	15	25	70	20	20	15	55	5	5	2	12	10	10	10	30	65	50	52	167	5
All State Civil	5	15	20	40	0	30	5	35	8	5	9	22	10	10	10	30	23	60	44	127	6
C&S Underground Water	20	15	27	62	0	0	5	5	6	6	5	17	7	7	7	21	33	28	44	105	7

Rob Hart
Purchasing Coordinator

Nathan Quartier
Deputy Fire Chief

9-6-25

Ken Gaines
Fire Marshal

Ryan Roessler
Water Distribution Supervisor



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.H.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Acceptance of Proposal by Metz, Husband & Daughton, P.A., Legislative Lobbying Services		
Recommended Action	It is recommended the City Commission accept the Evaluation Committee's recommendation to execute a professional services agreement for legislative services with Metz, Husband & Daughton, PA.		
Strategic Goal	Governance - Advocate Ormond Beach's Goals and Priorities and promote related regional action through active participation in intergovernmental relations and partner agencies.		
Department Staff Contact	Economic Development Brian Rademacher, Economic Development Director		

Summary

Since 2001, the City Commission has retained legal services to improve its legislative effectiveness. These services help the City be informed on key legislative issues and facilitate, on behalf of the City, key legislative initiatives involving lobbying state officials for funding opportunities and acting on behalf of the City on policy and legislation that may impact City residents.

Since 2017, legislative services have been provided by Metz, Husband & Daughton, PA. The contract for services expires on November 10, 2025, requiring the City to issue a Request for Proposals (RFP), seeking qualified firms to provide legislative services to the City.

An RFP was advertised on July 27, 2025, and proposals were received on August 27, 2025. The City received one proposal from Metz, Husband & Daughton, PA. The selection committee, consisting of the City's Assistant City Managers and Economic Development Director, evaluated and ranked the proposal to ensure compliance with the RFP requirements and criteria. Metz, Husband & Daughton, PA received a score of 297 out of 300 maximum points.

The proposed agreement will be for one year with an option to renew for up to 3 additional years, on a year to year basis.

Financial Impact

The fee for service is \$52,250 annually, and funding is available in the FY 2025-26 budget, within Fund 001-General Fund.

Citizen Impact

Legislative services are an important function as staff seeks opportunities to influence the annual legislative process to supplement City revenue for water, sewer, recreational and economic development funding.

Attachments

1. 25-156 Economic Development - Proposal -State Leg Lobbying Srvs. - METZ HUSBAND & DAUGHTON (P25-0134G)
2. MHD Lobbying Services Contract 2025 with Exhibits A & B
3. RFP 2025-36 signed score summary

RESOLUTION NO. 2025-156

A RESOLUTION ACCEPTING THE PROPOSAL OF METZ, HUSBAND & DAUGHTON, P.A., REGARDING LEGISLATIVE LOBBYING SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for legislative lobbying services (the Project) (City RFP No. 2025-36), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the selection committee received one proposal from Metz, Husband & Daughton, and evaluated and ranked the proposal to ensure compliance with the REP requirements. The proposal submitted by Metz, Husband & Daughton, P.A., a Florida corporation, provides for legislative lobbying services at a cost not-to-exceed \$52,250.00, and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of Metz, Husband & Daughton, P.A., and execute an Agreement for the services, a copy of said Agreement being attached hereto and incorporated herein by reference, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal of Metz, Husband & Daughton, P.A., a Florida corporation to provide legislative lobbying services for the City at a cost not-to-exceed \$52,250.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Metz, Husband & Daughton, P.A., a

Florida corporation for the services in an amount not to exceed \$52,250.00, and to pay the cost thereof from the General Fund.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of October, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Metz, Husband & Daughton, P.A.** ("Contractor"), a Florida corporation, 119 South Monroe Street, Suite 200, Tallahassee, Florida and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals ("State of Florida Legislative Lobbying Service," RFP No. 2025-36) dated August 25, 2025, attached hereto as Exhibit "A" and the Proposal dated August 26, 2025, attached hereto as Exhibit "B," are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of one year. This Agreement shall automatically renew for up to three additional one-year terms. Either party shall have the right to terminate the auto-renewal of this Agreement by submitting written notice 90 days prior to the expiration of the current term.
3. **Consideration.** Contractor shall perform the services at the prices set forth in the attached exhibits. The City shall pay to Metz, Husband & Daughton P.A., a \$50,000 Retainer fee, paid in quarterly installments, plus up to \$2,250 for client related expenses for travel, lobbyist registration, and other related incidental out-of-pocket expenses, for a total of \$52,250 annually. Contractor shall prepare and submit quarterly invoices and reports of legislative work performed for the specific benefit of the City to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth in the attached Exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest

in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Contractor
Douglas S. Bell
Metz, Husband & Daughton, P.A.
Post Office Box 10909
Tallahassee, Florida 32302

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for

coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	---

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

- (e) Builder's Risk

NA

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to

the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or

prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.
27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this ____ day of _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

By: _____

Print Name: _____

JASON LESLIE

Mayor

By: _____

Print Name: _____

JOYCE SHANAHAN

City Manager

DATED this _____ day of _____, 2025.

Witnesses:

Metz, Husband & Daughton, P.A.

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

Exhibit A



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **State of Florida Legislative Lobbying Service**

RFP NUMBER: **2025-36**

RFP OPENING DATE & TIME: **August 27, 2025 @ 3:00 PM**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Metz, Husband & Daughton, P.A.

PROPOSER'S MAILING ADDRESS: 119 S. Monroe Street, Suite 200

CITY-STATE-ZIP: Tallahassee, FL 32301

F.E.I.N.: 593614330

PHONE NUMBER: (850) 205-9000

EMAIL: doug.bell@mhdfirm.com

If returning as a "No Submittal", please state reason (s)

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X


AUTHORIZED SIGNATURE (MANUAL)

Douglas S. Bell

NAME (TYPED)

Senior Policy Advisor, Attorney at Law

TITLE

8/25/2025

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

PROCUREMENT COMMUNICATION PROTOCOL: To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or person acting on behalf of any of the above are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials unless such communication is specifically authorized in the City's solicitation or addenda. Violation of this provision may be grounds for rejecting a response.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

Request for Proposals
for State of Florida Legislative Lobbying Services
City of Ormond Beach RFP No. 2025-36

The purpose of this RFP is to solicit proposals to select an experienced and qualified law firm, governmental affairs consulting firm, business, individual and/or a combination thereof to provide the City of Ormond Beach with governmental representation before the executive and legislative branches of the State of Florida government.

The intent of the City is to select one (1) firm to provide the desired professional services

A. QUALIFICATION AND EXPERIENCE

To be eligible to respond to the RFP, the Proposer must demonstrate that they or the principals assigned to this project has successfully performed services described in the Scope of Services of this RFP. Respondents not meeting minimum requirements will not be considered for evaluation by the committee.

1. Proposers must be able to provide a minimum of three (3) public sector clients for whom you have performed the indicated services, and have significant accomplishments in the areas of legislation and appropriations within the past three (3) years.
2. The selected Proposer should, at a minimum, possess:
 - a) strong working knowledge of legislative, administrative, and regulatory processes at the state level;
 - b) clear understanding of coastal communities, including specific knowledge of the City of Ormond Beach and the state of Florida programs administered by the City and a knowledge of the funding needs and policy issues important to the City;
 - c) history of successful lobbying experience at the state level;
 - d) clear strategy for representing the City at meetings with key legislators and members of the executive branch;
 - e) ability to liaison with members of the House/Senate, state agencies, and the Governor's office;
 - f) expertise to provide legal and legislative research upon request;
 - g) resources to attend legislative and administrative hearings, monitor legislative and administrative developments, and report back to City staff;
 - h) experience in identifying and securing various sources of state funding;
 - i) experience in coordinating communications and meetings with House/Senate and the Administration;
 - j) experience in working with Senate and House committees;
 - k) resources to help facilitate meetings with and communications between committee leadership and senior staff;
 - l) ability to provide timely notice of hearings.
 - m) ability to provide written and verbal reports.
3. The selected Proposer should possess a substantial knowledge of past and existing economic development, commerce, and tourism issues including but not limited to:
 - a) knowledge of governmental activities and legislative actions related to local, regional and statewide economic development issues (i.e. incentives, workforce development, business licenses, small business development, etc);
 - b) experience in establishing relationships with key members of the legislature in leadership positions, senior staff, and key administration officials including the

Department of Business and Professional Regulation, Department of Economic Opportunity and Enterprise Florida.

- c) experience identifying grant programs and successful experience securing funding from such grant programs that support local and regional economic development.
- 4. The selected Proposer should possess substantial knowledge of past and existing issues regarding Home Rule including, but not limited to:
 - a) have comprehensive knowledge and experience regarding previous and current issues facing local units of government in Florida that affect the City's ability to govern itself;
 - b) experience in establishing relationships with members of the legislature and coordinating visits and/or conference calls to review proposed legislation or ideas in order to make the City's position known.

B. SCOPE OF SERVICES AND SPECIAL REQUIREMENTS

The City seeks qualified Proposer's to provide the following Services:

1. Review on a continuing basis all existing and proposed State of Florida policies, programs and legislation affecting the City. Identify those issues that may affect the City or its citizens, and regularly inform the City as to such matters, both orally and in writing. Provide legislative expertise and consulting services.
2. Review the legislative policy statements of other governments and lobbying groups for the purpose of identifying issues, which may either positively or negatively affect the City.
3. Monitor, analyze and track authorizations and appropriation bills and recommend appropriate strategies.
4. Assist the City Commission, City Manager, and staff in the coordination and development of the City's legislative program as well as facilitate for City officials and staff to participate in forming key legislation.
5. Coordinate visits between the City and elected representatives and key delegates in leadership positions in order to develop ongoing relationships and to discuss issues important to the City of Ormond Beach including but not limited to economic development and Home Rule.
6. Monitor State of Florida legislative committee meetings, agencies hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as others that may arise that affect the City.

C. RESPONSIBILITIES OF THE PROPOSER

The successful Proposer shall perform the scope of services as contained in the RFP specifications. This list of services shall not be deemed all-inclusive and may be changed from time to time as authorized by the City Manager.

D. DELIVERABLES

Required reports may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislations, rules, or regulations and other federal policies or programs that affect the City and its citizen either directly or indirectly.

1. During those months that legislature is in session a customized written summary report shall be submitted at the end of each week detailing legislative action during the week, status of legislative issues, anticipated legislation and committee meetings for the upcoming week, and suggested action plan that the City administrators or elected official may implement.

2. At the close of session a customized written report that summarizes the status of the City's legislative priorities shall be provided within one (1) week of the closing of the session and a more detailed final report written report on any specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

3. During those months that legislature is not in session provide periodic written reports (at least monthly) on issues of interest or concern to the City. Such information may include, but not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and notice of legislation being proposed.

4. Over the course of each calendar year the selected proposer will coordinate a series of meetings between the City and key elected representatives and relevant State Agencies to discuss the City's projects, priorities, and to build relationships with the executive and legislative branch in Tallahassee.

E. MANDATORY SUBMITTAL REQUIREMENTS

1. Proposers Experience, Qualifications and Past Performances

- a) Provide a brief introduction narrative letter highlighting the qualifications of the firm including component firm(s), legal nature of organization and number of years in existence and primary markets served.
- b) Describe the Proposer's past performance and experience in governmental representation and consulting. Discuss in detail the extent of the Proposer's lobbying experience, including the use of any sub consultants and their role in any engagement(s) of the Proposer.
- c) Specifically address the areas listed in the Qualifications and Experience.
- d) Provide a listing of three (3) comparable contracts (similar in the scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. Describe those projects performed by government client or similar size private entities. The listing should identify the following:
 - Client
 - Description of work
 - Total dollar value of the contract
 - Dates covering the term of the contract
 - Client contact person, phone number and email
 - Results of the project

2. Key Personnel and Subcontractors Performing Services

- a) Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. The chart must clearly identify the Proposer's employees and

those of the subcontractors or sub consultants and shall include the functions to be performed by the key personnel.

- b) Describe the experience, qualifications and other critical information, including relevant experience on previous similar projects, of all key personnel, including those of the subcontractor who will be assigned to the project.
- c) Provide resumes and job descriptions and other detailed qualifications on all key personnel who will be assigned to this project.

3. Proposed Approach to Providing the Services and Work Plan

- a) Confirm Proposer's ability to fulfill all elements of the Scope of Work
- b) Describe the Proposer's methodology including specific policies, procedures or techniques to be used in performing the services described in the Scope of Work
- c) Describe the Proposer's approach to the scheduling of work and prioritizing the City's request
- d) Address Proposer's ability and approach to complying with the reporting requirements in the Scope of Work. Describe the proposed report outline (i.e. sections, contents, etc.) and attach a sample report (if available)
- e) Provide any information regarding the Proposer's general work plan which the Proposer deems relevant
- f) Identify if the Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

4. Proposer's ability to assist in formulating and facilitating the City legislative agenda

- a) Provide information on Proposer's ability to understand, formulate, and facilitate the City of Ormond Beach's legislative priorities.
- b) Describe how Proposer will assist the City officials in understanding the annual state legislative priorities and developing initiatives that will achieve the greatest success in Florida legislature and relevant state agencies.

5. Fee Compensation / Expenses

The proposed fees(s) shall detail all costs: i.e. travel and related incidental out of pocket expenses, lobbying registration, if applicable. Proposer shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e. local telephone serviced, copied, mail or postage services) that would reasonably be deemed the Proposer's overhead expense. Proposer will be reimbursed on a quarterly basis as a flat fee, inclusive of all expenses. Price proposal shall be indicated as follows:

COST TO THE CITY – Overall Contract:

Annual FIRM, FIXED TOTAL COST NOT TO EXCEED
(To be paid on a quarterly basis)

\$ _____

EVALUATION / SELECTION PROCESS

Selection Process:

A Selection Committee (The Committee) consisting of City staff.

The Committee's initial evaluation of Proposers shall be based on the specific project needs and the professional services offered by the Proposer as stated in the Qualifying Information submitted, in accordance with those criteria listed below.

Criteria will be scored on a scale of "0" to "25" with the maximum number of points available for each criterion as noted in this section. The total maximum number of points to be scored under this process is 100.

1. Proposer's experience, qualifications and past performance in providing the type of services described in this Solicitation	20
2. Experience and qualifications of key individuals that will be assigned to this project	20
3. Proposer's approach and scope of work to provide the services described in this RFP	15
4. Proposer's understanding of major City issues, including specific knowledge of the City of Ormond Beach and ability to establish, maintain, and enhance working relationships between City elected officials and staff, and the executive and legislative branches of the State of Florida government and relevant state agencies.	20
5. Price Evaluation – Firm Fixed Annual Fee	25
TOTAL POINTS	100

The selection process will be as follows:

- The Committee will evaluate proposals to ensure compliance with the RFP requirements.
- The Committee will meet in accordance with the Florida Sunshine Law, and rank the proposals in accordance with the RFP evaluation criteria.
- As part of the selection process the highest ranked proposal(s) may be required to conduct a presentation before the Selection Committee.
- The Committee will transmit a ranking of the proposals to the City Commission.
- Applicants shall be notified in writing regarding their ranking.
- The City Commission shall review the recommendations of the Committee and upon approval authorize the Staff to negotiate the terms of the contract.
- The Contract Agreement requires approval by the City Commission at a public meeting.

Note: Discussions and/or interviews with qualified proposer(s) will be conducted after the due date. The City reserves the right to accept or reject any and all proposals, either in whole or in part, with or without cause, waive minor irregularities with any proposal, or make an award that is in its best interest subject to City Commission approval.

PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than August 27, 2025 at 3:00 PM

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until the close of business on August 18, 2025. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

ASSIGNMENT OF WORK

It is the City's intention to solicit responses from interested parties, to evaluate the responses, and to award a contract to one (1) selected Proposer.

CONTRACT TERM

The City anticipates awarding the contract for a one (1) year period with an option of three (3) additional years on a year by year basis.

EXHIBIT A

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official at 386-676-3233 or btonline@ormondbeach.org You can apply online here: <https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home>

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 contractorlicensing@volusia.org

<https://connectlivepermits.org/citizenportal/app/landing>

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3233 or btonline@ormondbeach.org

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are

reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that

any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are

acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**Request for Proposals
for State of Florida Legislative Lobbying Services
City of Ormond Beach RFP No. 2025-36**

Authority for Release of Information

I hereby authorize any representative of the City of Ormond Beach bearing this release, or copy thereof, to obtain any information in my files pertaining to credit records, criminal history records, administrative or judicial dispositions concerning the undersigned individual and/or corporations in which the undersigned may be a partner or officer.

I hereby release you, as the custodian of such records both individually and collectively, from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, family or associates because of compliance with this authorization and request to release information.

Signed by: Douglas S. Bell

Name _____

Date: 8/12/25

Witnessed by:

Name _____

Title _____

Date: 8/12/25

This document must be completed and returned with your Submittal

**Request for Proposals
for State of Florida Legislative Lobbying Services
City of Ormond Beach RFP No. 2025-36**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Metz, Husband & Doughton, P.A.

COMPANY NAME

Warren Husband

AUTHORIZED SIGNATURE

Warren Husband

NAME

Vice President

TITLE

Aug. 26, 2025

DATE

**Request for Proposals
for State of Florida Legislative Lobbying Services
City of Ormond Beach RFP No. 2025-36**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date
August 6, 2025

Addendum Number
1

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Metz, Husband & Daughton, P.A.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 119 S. Monroe Street, Suite 200, Tallahassee, FL 32301

PHONE NO.: (850) 205-9000

FAX NO.: (850) 205-9001

SUBMITTER'S NAME: Douglas S. Bell

(Typed or Printed in Ink)

TITLE: Senior Policy Advisor, Attorney at Law

AUTHORIZED SIGNATURE: I, _____
hereby



(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

☒ The undersigned firm has had no litigation on any project in the last five (5) years.

☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Metz, Husband & Dargatzis, P.A.
COMPANY NAME

Warren Husband
AUTHORIZED SIGNATURE

Warren Husband
SIGNER'S NAME (PRINT OR TYPE)

Vice President
TITLE

Aug. 26, 2025
DATE

This document must be completed and returned with your Submittal

**Request for Proposals
for State of Florida Legislative Lobbying Services
City of Ormond Beach RFP No. 2025-36
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Metz, Husband & Daughton, P.A.
Company Name
Warren Husband
Authorized Signature
Warren Husband
Print Name
Vice President
Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Vice President of Metz, Husband & Daughton, P.A.
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: Aug 4, 20 25 Signed: Warren Husband

Entity: Metz, Husband & Daughton, P.A. Name: Warren Husband

Title: Vice President

STATE OF: Florida COUNTY OF: Leon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 4th day of August, 20 25, by Warren Husband and who: ☒ is personally known to me; or

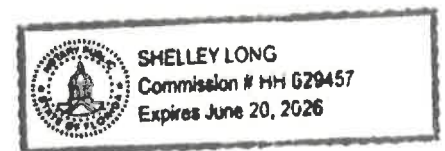
☐ has produced _____ as identification.

Shelley Long
Notary Public, State of Florida:

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: June 20, 2026



This document must be completed and returned with your Submittal



**HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)**

STATE OF FLORIDA §
 §
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Warren Husband. I am over the age of Twenty-one years old. I am the Vice President of Metz, Husband & Doughton, P.A. a non- governmental entity which does
(Title) (Business Name)
business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: Aug. 4 2025

Signed: [Signature]

Print Name: Warren Husband

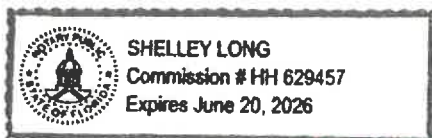
Title: Vice President

SUBSCRIBED AND SWORN before me by means of ☒ physical presence or ☐ online notarization on the 4th day of August 2025 by Warren Husband as Vice President on behalf of Metz, Husband & Doughton, P.A. who is personally known to me or who has produced _____ as identification.

(Notary Seal)

[Signature]
Notary Public, State of Florida

Printed name, commission and expiration of commission term



This document must be completed and returned with your Submittal

ADDENDUM NO. 1

August 6, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 1 **RFP 2025-36, State of Florida Legislative Lobbying Service**

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

QUESTIONS and ANSWERS

Q1: The "Authority to Release" (page 23) is not included in the list of documents named under the "Terms and Conditions." Is this document required? If "yes," is there a particular person at the responding firm that you would like to execute this document, e.g., the principal lobbyist(s) who will be responsible for your representation?

A1: Yes, the form is required. Regarding the signature, "Proposals must be signed by a duly authorized official(s) of the proposing firm."

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **RFP 2025-36, State of Florida Legislative Lobbying Service** for the City of Ormond Beach.

END OF ADDENDUM No. 1



August 26, 2025

**Request for Proposal: 2025-36
State of Florida Legislative Lobbying Service**

City of Ormond Beach

Douglas S. Bell
Metz, Husband & Daughton, P.A.
119 S. Monroe Street, Suite 200
Tallahassee, Florida 32301
doug.bell@mhdfirm.com



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **State of Florida Legislative Lobbying Service**

RFP NUMBER: **2025-36**

RFP OPENING DATE & TIME: **August 27, 2025 @ 3:00 PM**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Metz, Husband & Daughton, P.A.

PROPOSER'S MAILING ADDRESS: 119 S. Monroe Street, Suite 200

CITY-STATE-ZIP: Tallahassee, FL 32301

F.E.I.N.: 593614330

PHONE NUMBER: (850) 205-9000

EMAIL: doug.bell@mhdfirm.com

If returning as a "No Submittal", please state reason (s)

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X


AUTHORIZED SIGNATURE (MANUAL)

Douglas S. Bell

NAME (TYPED)

Senior Policy Advisor, Attorney at Law

TITLE

8/25/2025

DATED



DOUGLAS S. BELL
JAMES R. DAUGHTON, JR.
LESLIE Y. DUGHY*
WARREN H. HUSBAND
ANNA GRACE DEPAOLO*
ALLISON LIBY-SCHOONOVER*
AIMEE DIAZ LYON
STEPHEN W. METZ**
ANDREW T. PALMER*
KARL N. RASMUSSEN*

**Governmental Consultant-
Not a Member of the Florida Bar
**Of Counsel*

REPLY TO:

Post Office Box 10909
Tallahassee, Florida 32302-2909

119 South Monroe Street, Suite 200
Tallahassee, Florida 32301

Telephone: (850) 205-9000
Facsimile: (850) 205-9001

August 26, 2025

Rob Hart, Purchasing Coordinator
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

RFP Number: 2025-36 State of Florida Legislative Lobbying Service

Dear Mr. Hart:

On behalf of Metz Husband & Daughton, P.A. ("MHD"), I am pleased to submit this response to the Request for Proposal for State of Florida Legislative Lobbying Service for the City of Ormond Beach ("City") and present the following information about MHD.

Established in 2000 as a Florida corporation based in Tallahassee, MHD acts as legislative counsel for many Fortune 500 companies, local governments, and statewide trade and professional associations. MHD offers a range of services essential for legislative problem-solving on behalf of our clients. Our team of professionals includes former General Counsels for various statewide associations, two former Deputy Chiefs of Staff to Florida Governors, a former state political party Executive Director, and several former senior agency and legislative staff members. Currently, MHD employs nine professionals and three support staff members.

MHD is a law firm well prepared to help our clients achieve their legislative, legal, and regulatory goals. Because the legislative and legal areas often overlap, our team of lawyers and government consultants has the experience, relationships, credibility, and legal expertise necessary to represent our clients before all three branches of government effectively. From identifying, passing, amending, and/or defeating legislative and regulatory proposals that affect our clients, to keeping clients informed about political and substantive issues, to

assisting with implementation of our clients' business strategies through the state procurement process, we take the time to work closely with each client to develop a tailored strategy that best meets their specific needs.

Whether addressing our clients' legislative or legal needs, MHD has a proven track record of success, demonstrated by the fact that some client relationships have lasted over 35 years. We take pride in this heritage and with our experience and in-depth knowledge, and we are committed to continuing the tradition of providing excellent government problem-solving for the City of Ormond Beach.

Sincerely,



Douglas S. Bell
Attorney at Law

A. MANDATORY SUBMITTAL REQUIREMENTS

1. Proposers Experience, Qualifications and Past Performances

- a. Provide a brief introduction narrative letter highlighting the qualifications of the firm, including component firm(s), legal nature of organization, and number of years in existence, and primary markets served.**
- b. Describe the Proposer's past performance and experience in governmental representation and consulting. Discuss in detail the extent of the Proposer's lobbying experience, including the use of any sub consultants and their role in any engagement(s) of the Proposer.**

The MHD team consists of nine lobbyists (four attorneys and five governmental consultants), all of whom are located in Tallahassee. We employ the talents of the entire team to ensure the best value for our clients. However, we designate a substantive day-to-day contact person for each client. In the era of legislative term limits resulting in ever-changing legislators and staff, we believe our client service approach is most successful.

MHD consistently ranks among the state's leading lobbying firms and top political fundraisers. Our active involvement in the political process and policy development has enabled firm members to gain direct access to key policymakers. This access and our impeccable integrity and preparedness has earned MHD a stellar reputation with elected officials and other government employees – a point of pride for the firm. Thanks to our strong relationships, MHD offers strategic opportunities for our clients with members of the Florida Legislature and agency leadership across numerous state agencies. The City has benefited from our extensive ties and wide network of connections over our many years of representation of the City.

MHD has successfully represented numerous local government entities over the years, including Ormond Beach, South Daytona, Daytona Beach, Daytona Beach Shores, Palm Coast, Apopka, New Smyrna Beach, North Port, the Seminole County Public School District, the St. Johns County Public School District, Miami-Dade County, Columbia County, Volusia County, and the Emerald Coast Utility Authority.

Although different members of the MHD team may concentrate on different policy areas and have stronger ties with different legislators, the very nature of the legislative process guarantees that our team works with every member of the Legislature while representing MHD's clients. These relationships have been built over time and include bonds formed in many ways, such as working in a legislator's campaign for office, helping new members pass important legislation early in their terms, being middle and high school classmates with legislators, and fraternity/sorority connections from college, etc. While Doug Bell will remain the lead of the MHD team and serve as the primary contact for the City, rest assured that the City will benefit from MHD's full resources and network.

MHD has no plans to subcontract the work of representing the City.

c. Specifically address the areas listed in the Qualifications and Experience.

The Qualifications and Experience required in this RFP are essentially the same as they have been for our longstanding and successful representation of the City and other local government clients for many years. At the risk of sounding flippant, the very fact that MHD has been repeatedly retained by over 90 clients, several of which are local governments, to perform lobbying services is a solid demonstration that we possess the qualifications and experience required by this RFP. This same metric demonstrates our level of success on behalf of our clients, including the City and our other local government clients.

1) Provide at least three public sector clients for whom you have performed the indicated services.

City of South Daytona; City of Holly Hill, and; Columbia County. See section A.1.d. on page 9 of this proposal for more information.

2) Minimum abilities, expertise, and experience:

a) *Strong working knowledge of legislative, administrative, and regulatory processes at the state level:*

Collectively, MHD professionals have over 200 years of full-time legislative, administrative, and regulatory experience as lobbyists, Governor's staff, legislative staff, and agency staff.

b) *Clear understanding of coastal communities, including specific knowledge of the City of Ormond Beach and the state of Florida programs administered by the City, and a knowledge of the funding needs and policy issues important to the City:*

In the course of his representation of the City, New Smyrna Beach, Volusia County, the Surfrider Foundation, Miami-Dade County, and other clients, Doug has gained immense knowledge of coastal community issues. With regard to the City in particular, Doug grew up in Ormond Beach and worked as an attorney in Daytona Beach. Doug has many friends and family members still living in the area, and he has successfully represented Ormond Beach for over 20 years.

Similarly, Jim Daughton of MHD grew up in Port Orange, has had a home in beachside Ormond Beach for over 10 years, and has many family members living in Ormond Beach.

Finally, as legislative staff for the Florida Department of Environmental Protection and Deputy Chief of Staff for Governor Scott, Karl Rassmussen of MHD also has significant policy and budget experience as relates to coastal communities.

To further demonstrate our understanding and knowledge of the City, the following is a list of some of our accomplishments on behalf of the City:

- Miracle Field funding;
- West Ormond Recreational and the Downtown Community Centers funding;
- Airport Business Park funding;
- Airport Road water main loop funding;
- Pump station and force main funding;

- Reuse reservoir funding;
- Septic tank conversion funding.
- Ultraviolet disinfection conversion funding;
- North Peninsula wastewater funding;
- Ormond Crossings funding;
- Water Management District funding for reclaimed water treatment plant expansion and reclaimed water storage;
- Passed legislation to allow cities to renew ad valorem tax exemptions for economic development purposes perpetually;
- Obtained an expedited permit from DEO for an event at Granada Boulevard Beach Park;
- Secured an easement despite significant objections for additional wells on Rima Ridge;
- Facilitated the development of off-beach parking in the City;
- Assisted with an issue of submerged land at Riverfront Park;
- Assisted with the acquisition of wetlands and cleaning up damaged billboards on North U.S. Highway 1; and
- Negotiated an agreement concerning the Three Chimneys Park and Archaeological site.

c) History of successful lobbying experience at the state level:

As referenced above and elsewhere in this proposal, our many years of lobbying and large stable of high-quality clients is evidence of our successful state lobbying experience. Elsewhere in this proposal we also list specific budget and other accomplishments – see above and pages 12-14.

d) Clear strategy for representing the City at meetings with key legislators and members of the executive branch:

Legislative strategies vary depending on the project/issue, person/entity being lobbied, and other circumstances. In other words, legislative strategy is developed on a case-by-case basis. However, there are some principals that remain constant such as beginning a legislative effort early in the legislative process; being as prepared as possible with accurate facts and data; understanding political dynamics related to the project/issue, its legislative sponsors, etc., and pivoting accordingly; honesty, transparency, and responsiveness; understanding and being able to respond to opposing points/positions; being aware of and engaging with all of the key legislators, committee staff, agency staff, and Governor's staff; awareness of legislative leadership priorities, concerns, funding limitations; etc. For Ormond Beach, it is essential to work closely with Senator Leek and Representative Partington. Because our friendships with these legislators go back to junior high and high school respectively, and because we have consistently demonstrated a high level of professionalism and preparedness, we believe that MHD has an unmatched relationship with these two legislators.

e) Ability to liaison with members of the House/Senate, state agencies, and the Governor's office:

This is what we do every day, and we have been successful for our clients as evidenced by their continued trust in us.

f) *Expertise to provide legal and legislative research upon request:*

As discussed above, MHD has over 200 years of combined experience as lobbyists and lawyers, and in the course of providing high quality services for our clients we have developed a significant expertise in legal and legislative research – whether it is old school research of books, archives, and interviews of key stakeholders or modern online, electronic research using the House and Senate websites as well as a proprietary service called Lobbytools.

g) *Resources to attend legislative and administrative hearings, monitor legislative and administrative developments, and report back to City staff:*

Even with a large book of clients, our 9 professionals and 3 administrative staff are adept at ensuring that all key hearings and developments are identified and attended. As a firm, MHD meets internally on a weekly basis during non-legislative weeks, and twice per week during legislative weeks. These meetings are used to share intel and ensure appropriate coverage of meetings. Additionally, the lobby group for each client will meet as needed to further ensure all client needs are being met. MHD also leverages all manner of reporting and tracking services for legislation, news, rule and other administrative hearings, legislative meetings, etc.

h) *Experience in identifying and securing various sources of state funding:*

MHD team members have a keen understanding of the appropriations and grant funding process as a result of working on these issues during our entire careers, both as governmental staff and as lobbyists. Furthermore, we consistently meet with personnel who are familiar with funding issues: legislators and committee staff who serve on/ work for budget committees; Governor's staff; and agency staff. For an example of some of our budget related successes, see pages 12-14.

i) *Experience in coordinating communications and meetings with the House/Senate and the Administration:*

In order to be a successful lobbyist, you must be a good communicator, which not only means explaining the substance of an issue and why it is important, but also meeting with the right people at the right time. This is a fundamental part of what we do every day for our clients. We have successfully demonstrated this experience on behalf of the City for many years.

j) *Experience in working with the House and Senate committees:*

MHD has many years of experience working with committee staff directors, committee attorneys, and committee analysts. These are our friends with whom we have worked for decades. Effective communication with committee staff is absolutely critical to a successful lobby strategy. Therefore, we do everything we can to ensure that committee staff has all of the information and resources needed to do their job. This includes meeting with them before and during Session, setting meetings between the client and committee staff, and being responsive to requests for information.

k) *Resources to help facilitate meetings with and communications between committee leadership and senior staff:*

MHD is very involved in the campaign side of the political process, and we prioritize our relationships with current and incoming leadership teams, including staff. We also routinely provide accurate,

honest information about our clients' issues and vigorously and persuasively advocate for our clients, which has the added benefit of garnering trust from leadership. We foster these relationships over many years to establish and maintain immense trust.

l) *Ability to provide timely notice of hearings, and:*

MHD utilizes multiple reporting services, and we maintain consistent communication with committee chairmen, as well agency and legislative personnel so that we are aware of and able to provide notice of key hearings.

m) *Ability to provide written and verbal reports.*

Client communication is a core component of our client service. We have the ability to, and will, provide appropriate written and verbal reports which the City finds useful and informative, yet not unnecessarily redundant with other reporting the City might receive.

3) *Substantial knowledge of past and existing economic development, commerce, and tourism issues including but not limited to:*

a) *Knowledge of governmental activities and legislative actions related to local, regional and statewide economic development issues (i.e. incentives, workforce development, business licenses, small business development, etc);*

Doug, along with the MHD team, has extensive institutional knowledge of Florida's economic development, commerce, and tourism sectors as they relate to local, regional, and state-wide economic issues. This includes incentive programs, workforce development, business licenses, small business development, and other related areas.

b) *Experience in establishing relationships with key members of the legislature in leadership positions, senior staff, and key administration officials including the Department of Business and Professional Regulation, Department of Economic Opportunity and Enterprise Florida.*

MHD is very involved in the campaign side of the political process, and we prioritize our relationships with current and incoming leadership teams, including staff. We also always provide accurate, honest information about our clients' issues and vigorously and persuasively advocate for our clients, which has the added benefit of garnering trust from leadership.

Regarding the Department of Business and Professional Regulation we have a long-standing relationship with the Secretary of DBPR going back 20 years. On behalf of other clients which have considerable business in front of DBPR we are routinely meeting with the professional staff of DBPR on legislative matters as well as licensure and regulators matters.

With regard to the Department of Economic Opportunity and Enterprise Florida, which is now Florida Commerce, we have worked closely with the Secretary for over 20 years in his various positions for other employers. To secure funding and procurement projects, we work closely with all levels of staff at Florida Commerce.

- c) Experience identifying grant programs and successful experience securing funding from such grant programs that support local and regional economic development.**

When our clients have a project or program needing funding, we evaluate whether it is appropriate for legislative funding and/or agency grant funding. If not appropriate for legislative funding, our approach is to meet with agency leadership for help identifying potential sources of funding. We are experienced in reviewing and suggesting key modifications to grant applications prepared by the client and then working with agency staff to help steer the application to a positive outcome.

- 4) Substantial knowledge of past and existing issues regarding Home Rule including, but not limited to:**

- a) Have comprehensive knowledge and experience regarding previous and current issues facing local units of government in Florida that affect the City's ability to govern itself;**

Doug has worked closely with the Florida League of Cities (FLC), the Florida Association of Counties (FAC), and others on a wide range of local government issues, including Home Rule and the many ways that it has been eroded over the past couple decades. MHD's knowledge and experience with these issues is strong, but we are not subject matter experts. We are lobbying lawyers, not local government lawyers. Because legislative issues are so diverse and potentially complex, we must rely upon our clients to be the subject matter experts.

- b) Experience in establishing relationships with members of the legislature and coordinating visits and/or conference calls to review proposed legislation or ideas in order to make the City's position known.**

Building relationships with legislators is a key element to legislative advocacy, and it is especially difficult yet important given term limits. As stated above, MHD is very involved in the campaign side of politics, which is a useful means of establishing and maintaining a relationship which affords a certain level of access. Because this is a vital element of advocacy, we spend a great deal of effort, time, and resources on relationship building. We also work hard to maintain good relationships with legislative staff because they are intimately involved in the passage of legislation and also because they can be a legislative gatekeeper.

- 5) Provide a listing of three (3) comparable contracts (similar in the scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three (3) years. Describe those projects performed by government client or similar size private entities. The listing should identify the following:**

- 1. Client**
- 2. Description of work**
- 3. Total dollar value of the contract**
- 4. Dates covering the term of the contract**
- 5. Client contact person, phone number, and email**
- 6. Results of the project**

Client: **City of South Daytona**
Description of Work: State Lobbying Representation
Total Contract Amount: \$45,000
Contract Term Dates: June 1, 2020, to present
Client Contact: Les Gillis, City Manager, City of South Daytona;
 Telephone: 386-322-3014; Email: lgillis@southdaytona.org
Project Results: Successfully provided state lobbying services for 23 years.

Client: **City of Holly Hill**
Description of Work: State Lobbying Representation
Total Contract Amount: \$45,000
Contract Term Dates: July 1, 2022, to present
Client Contact: Joe Forte, City Manager, City of Holly Hill;
 Telephone: 386-248-9425; Email: jforte@hollyhill.org
Project Results: Successfully provided state lobbying services for 3 years.

Client: **Columbia County Board of County Commissioners**
Description of Work: State Lobbying Representation
Total Contract Amount: \$80,400
Contract Term Dates: October 1, 2016, to present
Client Contact: David Kraus, County Manager;
 Telephone: 386-758-1005;
 Email: david_kraus@columbiacountyfla.com
Project Results: Successfully provided state lobbying services for 9 years.

2. Key Personnel and Subcontractors Performing Services

- a. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. The chart must clearly identify the Proposer's employees and those of the subcontractors or sub consultants and shall include the functions to be performed by the key personnel.

Doug Bell will serve as the lead lobbyist and attorney responsible for forming the City's overall legislative strategy and agenda. He will act as the primary day-to-day contact for the City Manager and key City personnel.

Leslie Dughi will serve as the secondary lobbyist for the City. Both Doug and Leslie will share responsibility for reporting during the legislative session. MHD does not plan to subcontract the work related to the City's representation. However, as mentioned earlier, MHD operates as a team, and everyone at MHD will collaborate when needed on the City's issues.

	James R. "Jim" Daughton, Jr., President – Attorney at Law
	Warren H. Husband, Managing Shareholder – Attorney at Law
	Douglas S. Bell, Senior Policy Advisor – Attorney at Law
	Aimee Diaz Lyon, Senior Policy Advisor – Attorney at Law
	Leslie Y. Dughi, Senior Policy Advisor
	Allison Liby-Schoonover, Senior Policy Advisor
	Andy T. Palmer, Senior Policy Advisor
	Karl N. Rasmussen, Senior Policy Advisor
	Anna Grace DePaolo, Policy Advisor

b. Describe the experience, qualifications, and other critical information, including relevant experience on previous similar projects, of all key personnel, including those of the subcontractor who will be assigned to the project.

Doug Bell and Leslie Dughi will be the primary contacts for the City. Because of our team approach, other members of MHD will assist when it best serves the City. Therefore, we view all of our professionals as key personnel. Rather than restate their experience and qualifications herein, we refer you to their brief biographies beginning at page 14.

During his 27 years of representing local governments, Doug has worked with the Florida League of Cities (FLC), the Florida Association of Counties (FAC), and others on a wide range of local government issues. These include but are not limited to: public records “gotcha” lawsuits, online travel company taxation, property assessment caps, homestead exemptions, CRAs, cancer presumption in the line of duty, taxpayer bill of rights (TABOR), Brownfields, Certificate of Public Convenience & Necessity (COPCN), and local government preemptions such as red light cameras, tobacco sales, fertilizer

regulations, transportation network companies, transportation concurrency, vacation rentals, impact fees, communications services tax, communications device installation, utility relocation costs, and local business taxes.

Over many years of service, MHD has effectively met policy and funding goals for our private sector and government clients. Our approach extends beyond educating and securing appropriations; we are intentional in our outreach to the executive branch to ensure a positive response from the Governor's team during the veto period.

In addition to our work with the FLC and the FAC, Doug and the MHD team have independently secured and passed numerous bills, amendments, and appropriations for our local government clients. Additionally, while not exhaustive, below is a partial list of appropriations accomplishments for our clients in the past seven years or so:

Columbia County

- Suwannee Valley Communications Tower Phase II - \$1,150,000
- Ellisville Well Redundancy - \$325,000
- Suwannee Valley Communications Tower - \$800,000
- Sports Complex Phase 1 - \$750,000
- Cannon Creek Stormwater Treatment Flood Abatement Project - \$750,000
- Ellisville WWTP Collection System Expansion Project - \$500,000
- Rum Island Septic Restoration Project - \$150,000
- Lake City I-75 and State Road 47 Wastewater Improvement Project - \$1 million
- Wastewater Treatment Plant - Job Growth Grant Fund - \$10 million
- Rail Spur at Plum Creek Industrial Park Improvement - \$3.1 million
- North Florida Mega Industrial Park Rail Extension - \$750,000
- Florida Gateway Fairgrounds - \$985,000
- Industrial Park Water Plant - \$5,716,000
- Fire Station - \$950,000

City of Daytona Beach Shores

- Public Works Facility Building Expansion - \$900,000

City of Holly Hill

- Reclaimed Water Installations - \$450,000
- Lift Station - \$325,000
- Regional Drainage and Estuary Monitoring - \$94,500
- Stormwater Backflow Preventers - \$400,000
- Sewer Service Extension - \$1,360,000
- Fire Station Rehabilitation - \$1,250,000

City of South Daytona

- Stormwater Pond - \$1,750,000
- Septic to Sewer Project - \$500,000
- Jones Street Stormwater Project - \$200,000
- Reed Canal Stormwater Pond Stationary Pump - \$100,000

- Sewer System Pipelining - \$750,000
- Stormwater Pond Pump - \$100,000

City of Ormond Beach

- Miracle Field Special Needs Population Facility - \$500,000
- Septic Tank Conversion - \$532,000
- Ultraviolet Disinfectant Conversion - \$1,500,000
- Airport Road Water Main - \$975,000
- Pump Station and Force Main - \$5,350,000
- Reuse Reservoir - \$1,200,000
- West Ormond Recreation Center - \$522,639
- Airport Business Park - \$750,000
- Downtown Community Center - \$783,059

Emerald Coast Utilities Association

- Brownsville Sanitary Sewer & Stormwater Project Phase I – \$250,000
- Godwin Lane Transfer Station - \$3 million

Lastinger Center for Learning, University of Florida - \$50 million for various programs

North Florida Water Utilities Authority

- Ellsville Water System Improvement Projects – \$1.9 million

Seminole County Public Schools

- Academy of Engineering and Expansion - \$500,000
- SCPS Aviation and Aeronautics Workforce Initiative – \$500,000
- SCPS Construction Trade Pipeline Program - \$100,000
- Lake Howell High School CyberHawk Expansion - \$700,000
- Health Careers Pipeline Modernization - \$1,969,000

South Florida Keys Area Health Education Center Inc.

- Keys AHEC (2018-2021) – \$200,000 - \$500,000

State College of Florida Manatee-Sarasota

- Parrish Campus Completion - \$9 million (both in 2025 & 2023)
- Collegiate School of Venice – \$3.5 million
- Parrish Center Phase 1 - \$18 million
- Science and Technology Building – \$1,091,485
- Science and Technology Building – \$2,927,839
- Capital Funding project for a library facility - \$10 million
- Nursing Center of Excellence - \$250,000
- Manatee-Sarasota Science and Technology Building - \$2,946,543
- Science Building PECO Project - \$2,022,021
- Nursing Center of Excellence - \$2,150,000
- Center for Advanced Technology - Job Growth Grant Fund - \$3.6 million
- Bradenton Science Building PECO Project - \$4 million

- Operational Support Funding - \$1,736,500
- Bradenton Library PECO Project - \$8,982,024

c. Provide resumes and job descriptions and other detailed qualifications on all key personnel who will be assigned to this project.

At MHD we maintain short biographies rather than exhaustive resumes.

Douglas S. Bell | Senior Policy Advisor – Attorney At Law

Doug has over 25 years of experience in government affairs and administrative law, where he has worked in various policy areas focusing on health care, insurance, general business, and local government issues. He has garnered an AV® Preeminent distinction, the highest available mark for professional excellence from Martindale-Hubbell’s Peer Review Ratings. Doug has also been noted in Florida Trend as a member of the Florida Legal Elite and has been listed among The Best Lawyers in America® publication. Doug earned his Juris Doctorate from Nova Southeastern University College of Law and earned a Bachelor of Arts degree in Political Science from the Florida State University.

Leslie Y. Dughi | Senior Policy Advisor

Leslie Dughi has almost thirty years of experience advocating for clients before Florida’s legislative and executive branches. She has led major legislative initiatives for health care providers and facilities, national transportation companies, statewide trade associations, as well as workers’ compensation, property and casualty, and life and health insurers. Throughout her career, Leslie has developed her expertise in political communications, serving as the Political Director for Associated Industries of Florida and the Director of Government Affairs for the Florida Chamber of Commerce. Leslie’s advocacy work focuses on several policy areas, with a special emphasis on health care, insurance, transportation, appropriations, and general business issues.

James R. “Jim” Daughton, Jr. | President – Attorney at Law

Jim is President of the firm and practices in its legislative affairs and administrative rulemaking areas with an emphasis on financial services, technology, and health care. Throughout the course of his professional career, Jim has represented Fortune 500 companies, Florida-based businesses, and professional associations. Jim has served in many business and civic organizations, including the Advisory Board of the Florida Chamber of Commerce Political Institute and chairman of the Florida Chamber’s Free Enterprise PAC. Jim graduated with high honors from the Florida State University College of Law. He earned his B.A. in political science from Stetson University.

Anna Grace DePaolo | Policy Advisor

Anna Grace joined the firm after serving as a policy analyst for the Florida House Transportation and Modals Subcommittee. Previously, she worked at the Florida Chamber of Commerce, where she was the Policy Director for Talent, Education, and Infrastructure. As a policy director Anna Grace formulated policy and legislative strategy for early learning, K-12 education, higher education, workforce, transportation, water, and energy issues on behalf of the Florida business community. There she was named a Florida Politics “Rising Star” for the Class of 2022. Anna Grace is a graduate of Florida State University, where she earned an undergraduate degree in political science and history.

Aimee Diaz Lyon – Senior Policy Advisor | Attorney At Law

Aimee is an attorney with over 25 years of experience in legislative and governmental affairs. She represents clients before the legislative and executive branches of Florida government, including regulatory boards and commissions, with an emphasis on health care and judiciary issues. Prior to joining Metz, Husband and Daughton, Aimee served for seven years as legislative counsel for a large statewide legal association. Aimee earned her Juris Doctorate from the Florida State University College of Law and earned a dual Bachelor of Arts degree in Government and Spanish from Dartmouth College.

Warren H. Husband, Managing Shareholder | Attorney at Law

Warren is the managing shareholder of the firm, where he leads the firm's administrative law and civil litigation practice groups and is a member of the firm's legislative & governmental affairs practice group. He regularly represents clients before a broad spectrum of state agencies and has considerable trial experience before the Division of Administrative Hearings. Warren provides legal expertise in a wide variety of regulatory areas, including state contracting and procurement, affordable housing development, election law and ethics matters, insurance regulation, pari-mutuel gaming, and alcoholic beverage regulation.

Allison Liby-Schoonover | Senior Policy Advisor

Alli practices in the legislative affairs and administrative rulemaking areas of the firm. A former public-school teacher and graduate of the University of Pennsylvania with a Master of Science in Education, her expertise in state-level education policy and budget was honed during her years as a staff member to legislative leadership. Alli was recently named the "Education Lobbyist of the Year" by Influence Magazine. She has also served as a political fundraiser for Senate leadership, raising historic levels of campaign funding. Alli earned her dual Bachelor of Arts degree in American Studies and Political Science from Florida State University.

Andy T. Palmer | Senior Policy Advisor

Andy has more than two decades of experience in Florida politics and government. Early in his career, Andy served as the Chief Policy Analyst for Health and Human Services in the Office of Policy and Budget under Governor Jeb Bush. He also held a variety of positions in the Florida House, including legislative analyst in the House Majority Office and Staff Director of the House Health Care Regulation Committee. Immediately prior to joining the firm, Andy spent time working in Florida politics. He twice served as Executive Director of the Republican Party of Florida under two different Governors, and during the 2010 election cycle Andy served as Director of House Campaigns for former House Speaker Dean Cannon. He was recognized by Florida Politics as one of the "Brightest Minds in Florida Politics." Andy's lobbying practice focuses on a variety of policy areas with an emphasis on tourism and hospitality, health care, transportation, and general business issues.

Karl N. Rasmussen | Senior Policy Advisor

Karl has been a part of the Florida political process for over a decade, specializing in Environment, Insurance, Gaming, Health Care, Construction, Technology, and Energy issues. Prior to joining the private sector, Karl spent seven years in government service, where he most recently served as a member of the senior leadership team in the Executive Office of the Governor under the Governor Rick Scott Administration. Karl served as the Deputy Chief of Staff to Governor Scott, where he was responsible for developing policy positions, legislative priorities, and recommendations to the Governor with a focus on Health Care and Environmental Issues. Karl also served as Director of Cabinet Affairs for Governor Scott, as well as the Assistant Director of State Lands, the Director of Cabinet Affairs,

and the Cabinet Affairs Liaison for the Florida Department of Environmental Protection.

3. Proposed Approach to Providing the Services and Work Plan

a. Confirm Proposer's ability to fulfill all elements of the Scope of Work

Upon review of the Request for Proposal's Scope of Services and Special Requirements, MHD confirms our ability to fulfill both the scope of work / Scope of Services and Special Requirements. Doug Bell has consistently and effectively performed the duties of the scope of work for the City for the last 25 years and will continue to do so.

b. Describe the Proposer's methodology including specific policies, procedures, or techniques to be used in performing the services described in the Scope of Work

MHD's legislative strategy will be client-driven and developed in consultation with the City's representatives. MHD will assist the City in developing and implementing its legislative agenda; interpreting and monitoring legislation; drafting legislation and amendments, reports, and position papers; testifying before committees and advocating for issues; and assisting with the preparation of budget request forms and accompanying documents.

MHD's ability to develop and implement successful strategies is incorporated within an extensive program of continuing client services, including:

- Strategic governmental relations program development and planning;
- Assessment of budgetary and regulatory issues;
- Proactive issue identification and management;
- Collaboration with other legislative stakeholders;
- Determination and evaluation of legislative priorities of other legislative stakeholders;
- Timely assessment of information that may affect the City;
- Legislative monitoring and lobbying;
- Representation before committee meetings and providing client testimony;
- Representation before the executive branch;
- Setting meetings with legislators and other key officials; and
- Issue analysis.

Effective representation requires clear communication between the client and MHD to ensure the proper flow of information, timely authorization to pursue identified opportunities, and well-defined goals. The MHD approach to providing legislative and executive consulting services facilitates open, continuous, and timely communication to keep the City informed of all legislative and agency developments that impact or interest the City. MHD representatives and the City will mutually agree on a meeting schedule outside of the legislative session.

MHD maintains ongoing contact with legislators and staff regarding all filed legislation and amendments important to our clients. MHD subscribes to the LobbyTools legislative tracking service to monitor legislation as it progresses. This service allows us to provide customized electronic tracking based on each client's needs and grants direct access to all filed legislation, amendments, proposed

committee bills, as well as bill analyses and summaries. MHD also tracks amendments filed to legislation that change relevant statutes affecting the City. This enables us to promptly notify the City to facilitate quick assessments and responses to proposed amendments when they are filed or when a bill directly impacts local governments.

MHD will assist the City with the development of its appropriations agenda. MHD closely monitors the budget process and engages with the Volusia Legislative Delegation, budget committee chairs, and budget staff to ensure that the City's priorities are properly positioned for funding. MHD also works closely with the Governor's Office during the budget process in an effort to avoid a veto.

MHD's full range of legislative counsel and advocacy services includes regular meetings with individual members of the Legislature throughout the state to clearly communicate and advocate for the City's position on budget and local government issues. We will monitor and review all substantive committee and floor amendments and bills and will prepare reports informing the City about the status of legislation during the legislative session.

c. Describe the Proposer's approach to the scheduling of work and prioritizing the City's request

Using a true team approach, MHD has successfully provided clients with comprehensive coverage of its issues. Due to the overlapping schedules of House and Senate committee hearings, it is nearly impossible for a smaller lobby team to effectively manage all issues, committee meetings, and legislator interactions related to local government matters. Therefore, MHD leverages its wide range of professional talent to cover all issues and meetings, ensuring that nothing falls through the cracks.

We understand and appreciate that the City's top priority is to serve its business and individual citizens as effectively as possible. Therefore, it is our responsibility to help the City achieve its legislative goals. We take this duty very seriously and dedicate the necessary time so each client receives "top priority" service. During interim legislative committee weeks and the legislative session, the schedule is intense and compressed, with short deadlines. If needed, we work 24 hours a day, seven days a week to get the job done. We do not prioritize one client over another; instead, we ensure all work is completed for all clients.

d. Address Proposers ability and approach to complying with the reporting requirements in the Scope of Work. Describe the proposed report outline (i.e., sections, contents, etc.) and attach a sample report (if available)

We believe that constant, reliable written and oral communication is a critical component for a successful lobbying effort. We will provide the following reports to the City:

Periodic monthly reports include, but are not limited to:

- Personal briefings and information bulletins pertinent to any legislation, rules, or regulations and other state policies or programs that affect the City, either directly or indirectly.
- State agency action on rulemaking hearings, including promulgation of rules, legislative budget requests, status of pertinent studies underway, and advance notice of legislation being proposed.

- Statewide news updates regarding items of interest.
- Updated aggregate state financial and economic information.

Weekly reports will be submitted during the legislative interim committee weeks and during the nine-week legislative session. These customized, informative, and reliable reports will be submitted at the end of each week and will include, but not be limited to:

- Legislative action during the week, status of legislative priorities and other bills of interest, anticipated activities during the upcoming week.
- Report on relevant legislative actions and comments.
- Requests for assistance and a suggested action plan of action that the City administrators or elected officials may implement.
- Legislative updates, including committee assignments, monitoring of newly-filed bills affecting the city, political updates.
- Update on appropriations matters.
- Complete listing of bills being tracked for the City and the status thereof.
- Information about recently occurred and upcoming legislative committee meetings;
- Agency updates of interest.
- Upcoming schedule of events and deadlines of interest.
- Political updates.

Ad hoc communications with the City Manager, other key City staff, and others designated by the City will occur as necessary so that we can alert the City of urgent matters, gather information, solicit assistance from City officials.

A final written report summarizing the status of the City's legislative priorities will be provided within one week of the legislative session's end, and a more detailed final report on specific legislation and any new requirements affecting the City will be submitted within one month after the session concludes. The final report will include, but not be limited to:

- Specific and complete report on the outcome of the City's priorities.
- Specific and complete report on other legislation significantly impacting the City.
- General information about all bills tracked and monitored for the City.
- Analysis of appropriations effecting the City.
- Discussion of ongoing lobbying efforts to avoid the potential veto of appropriations projects where appropriate.
- Discussion of possible efforts to seek gubernatorial veto of onerous legislation passed by the Legislature.

See Attachment 3 – Sample Reports.

e. Provide any information regarding the Proposer's general work plan which the Proposer deems relevant

Although the 2026 Florida Legislative Session officially begins on January 13, 2026, state agencies and departments are already working on their legislative priorities and budget proposals. Additionally, lawmakers and committee staff are engaging in early discussions with stakeholders about potential

legislation. Essentially, now is the time for the City to start identifying its priorities for the 2026 Legislative Session so we can prepare advocacy materials.

With his institutional knowledge of the City, Doug and the MHD team have a clear strategy and timeline outlined below for our representation of the City, including meetings with key Volusia County Legislative Delegation members, as well as members of the executive branch, when needed.

Now is also the time for local elected officials and the City's leadership staff to meet with Volusia County Legislative Delegation members Senator Tom Leek and Representative Bill Partington in their district offices to strengthen relationships, educate them on local government issues and challenges, and discuss the City's legislative priorities for the 2026 Legislative Session.

Since legislators seem to run for office continually, MHD is actively involved in political fundraising and related travel. Pre-session campaigning will peak towards the end of 2025, but we have already hosted many leadership fundraisers and held numerous individual fundraising meetings. MHD emphasizes the importance of and effort on political fundraising, which will benefit the City.

Below is our overall work plan, which includes a timeline of tasks and events in the legislative and election cycle, as well as ongoing MHD activities to strengthen relationships with legislators, legislative staff, and agency staff about client issues, and to stay informed on key developments.

MHD activities also include meeting with political candidates amid the evolving election landscape, monitoring statewide news and political social media, and maintaining regular communication with clients to ensure they are updated and aware of deadlines and opportunities. Additionally, we participate in meetings of various task forces, commissions, study groups, and related organizations as they interpret, implement, or recommend public policy.

2025-26 Work Plan & Event Timeline

Date	2026 Tasks and Events
August 18, 2025	House members may begin filing legislation and appropriations requests through the filing system.
August 26, 2025	MHD team to meet with City of Ormond Beach officials to devise a strategic plan for the City's legislative and executive branch goals and objectives.
October 6-10, 2025	Senate and House interim legislative committee meetings held in Tallahassee. Ongoing meetings with key legislators and executive branch officials to educate and secure approval for initiatives on behalf of Ormond Beach.
October 13-17, 2025	Senate and House interim legislative committee meetings held in Tallahassee. Ongoing meetings with key legislators and executive branch officials to educate and secure approval for initiatives on behalf of Ormond Beach.

Date	2026 Tasks and Events
October	MHD team and City of Ormond Beach to refine and finalize the City's strategic plan and implementation timeline. MHD will have ongoing meetings with committee and agency staff as needed in furtherance of the City's priorities.
TBD	Volusia County Legislative Delegation meeting.
November 3-7, 2025	Senate and House interim legislative committee meetings held in Tallahassee. Ongoing meetings with key legislators and executive branch officials to educate and secure approval for initiatives on behalf of Ormond Beach.
November 17-21, 2025	Senate and House interim legislative committee meetings held in Tallahassee. Ongoing meetings with key legislators and executive branch officials to educate and secure approval for initiatives on behalf of Ormond Beach.
November 21, 2025 5:00pm	House Appropriations Project Request Form Submission Deadline. All Member appropriations requests must be submitted no later than 5:00 pm.
December 1-5, 2025	Senate and House interim legislative committee meetings held in Tallahassee. Ongoing meetings with key legislators and executive branch officials to educate and secure approval for initiatives on behalf of Ormond Beach.
December 8-12, 2025	Senate and House interim legislative committee meetings held in Tallahassee. Ongoing meetings with key legislators and executive branch officials to educate and secure approval for initiatives on behalf of Ormond Beach.
December 14, 2025	The Governor uses the Agency Legislative Budget Requests to craft his proposed budget, which must be submitted at least 30 days prior to the beginning of the Regular Legislative Session.
January 9, 2026 5:00pm	House Appropriation Project Request Form Publication Deadline. All Member APR forms must be published on the House website no later than 5 p.m. Member Bill Filing Deadline for Substantive Legislation. All Member bills subject to the Rule 5.2(a) deadline must be approved for filing no later than 5:00pm on the Friday before the first day of regular session.
January 13, 2026 12:00pm	Regular legislative session convenes; deadline for filing bills for introduction.
January 16, 2026 5:00pm	House Attestation Form Submission Deadline. All appropriations funding request attestation forms must be submitted no later than 5:00pm
TBD	Senate bill drafting deadline for members to submit requests for drafts of general bills and joint resolutions, including requests for House companion bills.
TBD	Senate bill drafting deadline for members' approval of final drafts of general

Date	2026 Tasks and Events
	bills and joint resolutions, including House companion bills.
February-March, 2026	Senate and House Appropriations Conference Process The Florida House and Senate begin to craft what will become the state's budget.
March 13, 2026	Last day of the 2026 Regular Legislative Session (Article III, section 3(d), Constitution).
March to June	Governor takes action on all legislation passed during the Regular Legislative Session.
July 1, 2026	Beginning of Florida's 2026-27 Fiscal Year.
August 18, 2026	2026 Florida Primary Election.
November 3, 2026	2026 Florida General Election.
November 2026 TBD	Legislature's Organizational Session. The House Speaker and Senate President take office. New committee chairs and members are appointed.

- f. Identify if the Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).**

MHD proposes no exceptions to the terms of the solicitation. During the representation of the City of Ormond Beach over the last 25 years, we have not experienced a conflict of interest with any of our other clients. However, if a conflict should arise, we will notify the City immediately and will undertake all necessary steps to resolve it promptly.

4. Proposer's ability to assist in formulating and facilitating the City legislative agenda

- a. Provide information on Proposer's ability to understand, formulate, and facilitate the City of Ormond Beach's legislative priorities.**

Doug Bell joined MHD in 2017. However, he has proudly represented the City of Ormond Beach for 25 years. Because of his extensive experience representing the City, Doug has a unique and personal understanding of its needs from a legislative perspective. Doug and other members of MHD have represented local governments throughout their careers, and understanding, formulating, and facilitating legislative priorities is something that we are very familiar and comfortable with. Furthermore, two members of MHD have unique personal ties to Ormond Beach which provide even greater insight into the City and its priorities.

Doug is a true native of the City, having spent his formative years growing up there, attending Ormond Beach schools, and enjoying the beaches and other attractions the City has to offer. Additionally, Doug's father, former Representative Sam Bell, represented the City of Ormond Beach for 14 years as a member of the Florida Legislature.

MHD member Jim Daughton grew up in Port Orange, owns property in Ormond Beach, and has

close relatives who reside in the City.

b. Describe how Proposer will assist the City officials in understanding the annual state legislative priorities and developing initiatives that will achieve the greatest success in the Florida legislature and relevant state agencies.

Doug Bell and Leslie Dughi are scheduled to meet with City staff on August 26 to discuss legislative priorities. In this meeting and shortly thereafter MHD will review, evaluate, and handicap possible budget and policy proposals and advise the City on how to proceed. MHD will also coordinate with City staff regarding the upcoming Volusia Delegation Meeting. If retained to represent the City, the first order of business would be to meet again with the City to finalize the City's annual list of goals and priorities, gather necessary information about the priorities, and complete appropriations requests.

Many bills harmful to local governments are likely to be filed again during this session, so MHD will remain in constant contact with the City to understand whether and how the City's priorities may shift in response to ongoing legislative action. Precise deliverables from this meeting will be centered on a timeline of action for the MHD team and include a formal strategy, legislative and executive priorities, and draft talking points to articulate support or opposition to issues.

If we are to work on a particular bill, it is critical that the City provide MHD with all of the information about a bill or appropriations project that is necessary in order to effectively advocate on behalf of the City. This information includes:

- why specific legislation is bad or good,
- what direct impact will the measure have on the City or a legislator's constituents,
- how much will the project cost, and
- what matching dollars are available.

It is also beneficial for elected officials and professional staff to develop and maintain good working relationships with the local legislative delegation (particularly Senator Leek and Representative Partington). We encourage meeting with these policymakers on a regular basis pre- and post-session.

5. Fee Compensation / Expenses

The proposed fees(s) shall detail all costs: i.e., travel and related incidental out of pocket expenses, lobbying registration, if applicable. Proposer shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e., local telephone serviced, copied, mail or postage services) that would reasonably be deemed the Proposers overhead expense. Proposers will be reimbursed on a quarterly basis as a flat fee, inclusive of all expenses. Price proposal shall be indicated as follows:

\$50,000 Retainer Fee, paid in monthly installments, plus up to \$2,500 for client related expenses for travel, lobbyist registration, and other related incidental out of pocket expenses.

ATTACHMENT 1
Firm's Certificates of Insurance Coverage

Note, the attached certificates of liability insurance reflect the firm's current insurance coverages.

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METZHUS-01

CWEAVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hub International Florida
1117 Thomasville Road
Tallahassee, FL 32303

CONTACT NAME:
PHONE (A/C, No, Ext): (850) 386-1111 **FAX (A/C, No):** (850) 386-9827
E-MAIL ADDRESS:

INSURED

Metz, Husband & Daughton, P.A.
PO Box 10909
Tallahassee, FL 32301

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	West American Insurance Co	44393
INSURER B:	Continental Casualty Company	20443
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		BZW58239971	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BZW58239971	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors & Omissions		2068072031	1/1/2025	1/1/2026	PER CLAIM 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Metz, Husband & Daughton, P.A.
PO Box 10909
Tallahassee, FL 32301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Commercial Service	
Alliance & Associates Financial Services		PHONE (A/C, No, Ext): (855) 210-9528	FAX (A/C, No): (904) 930-4672
1734 Kingsley Ave		E-MAIL ADDRESS: certificates@alliance321.com	
Unit 2		INSURER(S) AFFORDING COVERAGE	
Orange Park FL 32073		INSURER A: ASSOCIATED INDUSTRIES INS CO INC	NAIC # 23140
INSURED		INSURER B:	
Metz, Husband, & Daughton, PA		INSURER C:	
119 S MONROE ST, Unit #200		INSURER D:	
TALLAHASSEE FL 32301-1591		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A	AWC1202143	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Insurance Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bradley Penas

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ATTACHMENT 2

- Authority for Release of Information
- Verification of Employment Status Using E-Verify System
- Conflict, Non-Conflict of Interest Statement Litigation Statement
- Drug-Free Workplace Certification
- Affidavit of Compliance with Section 287.138, Florida Statutes Contracting for Foreign Entities of Concern
- Human Trafficking Affidavit (Section 787.06, Florida Statutes)

**Request for Proposals
for State of Florida Legislative Lobbying Services
City of Ormond Beach RFP No. 2025-36**

Authority for Release of Information

I hereby authorize any representative of the City of Ormond Beach bearing this release, or copy thereof, to obtain any information in my files pertaining to credit records, criminal history records, administrative or judicial dispositions concerning the undersigned individual and/or corporations in which the undersigned may be a partner or officer.

I hereby release you, as the custodian of such records both individually and collectively, from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, family or associates because of compliance with this authorization and request to release information.

Signed by Douglas S. Bell

Name _____

Date: 8/12/25

Witnessed by:

Name _____

Title _____

Date: 8/12/25

This document must be completed and returned with your Submittal

**Request for Proposals
for State of Florida Legislative Lobbying Services
City of Ormond Beach RFP No. 2025-36**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Metz, Husband & Darghton, P.A.

COMPANY NAME

Warren Husband

AUTHORIZED SIGNATURE

Warren Husband

NAME

Vice President

TITLE

Aug. 26, 2025

DATE

**Request for Proposals
for State of Florida Legislative Lobbying Services
City of Ormond Beach RFP No. 2025-36**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

August 6, 2025

Addendum Number

1

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Metz, Husband & Daughton, P.A.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 119 S. Monroe Street, Suite 200, Tallahassee, FL 32301

PHONE NO.: (850) 205-9000

FAX NO.: (850) 205-9001

SUBMITTER'S NAME: Douglas S. Bell

(Typed or Printed in Ink)

TITLE: Senior Policy Advisor, Attorney at Law

AUTHORIZED SIGNATURE: I, _____
hereby



(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- [✓] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- [✓] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Metz, Husband & Darghton, P.A.
COMPANY NAME

Warren Husband
AUTHORIZED SIGNATURE

Warren Husband
SIGNER'S NAME (PRINT OR TYPE)

Vice President
TITLE

Aug. 26, 2025
DATE

This document must be completed and returned with your Submittal

**Request for Proposals
for State of Florida Legislative Lobbying Services
City of Ormond Beach RFP No. 2025-36
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Metz, Husband & Daughton, P.A.

Company Name
Warren Husband

Authorized Signature
Warren Husband

Print Name
Vice President

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Vice President of Metz, Husband & Daughton, P.A.
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: Aug. 4, 2025 Signed: Warren Husband

Entity: Metz, Husband & Daughton, P.A. Name: Warren Husband

Title: Vice President

STATE OF: Florida COUNTY OF: Leon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 4th day of August, 2025, by Warren Husband and who: ☒ is personally known to me; or

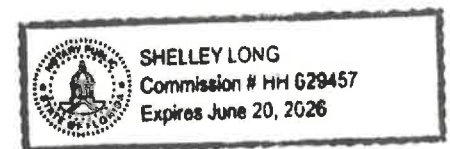
☐ has produced _____ as identification.

Shelley Long
Notary Public, State of Florida:

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: June 20, 2026



This document must be completed and returned with your Submittal



HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
 §
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Warren Husband. I am over the age of Twenty-one years old. I am the Vice President of Metz, Husband & Daughton, P.A. a non- governmental entity which does
(Title) (Business Name)
business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

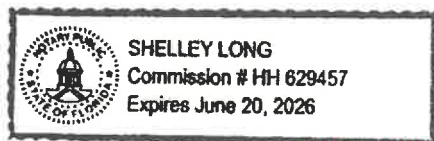
Date: Aug. 4, 2025

Signed: [Signature]
Print Name: Warren Husband
Title: Vice President

SUBSCRIBED AND SWORN before me by means of ☒ physical presence or ☐ online notarization on the 4th day of August, 2025 by Warren Husband as Vice President on behalf of Metz, Husband & Daughton, P.A. who is personally known to me or who has produced _____ as identification.

(Notary Seal)

[Signature]
Notary Public, State of Florida
Printed name, commission and expiration of commission term



This document must be completed and returned with your Submittal

ATTACHMENT 3 – SAMPLE REPORTS

- City of Ormond Beach – Session Report – Week 4
- Seminole County Public Schools – Session Report – Week 4

From: Karl Rasmussen <KR@MHDfirm.com>
Sent: Friday, February 4, 2022 1:26 PM
To: Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>
Cc: Douglas Bell <doug.bell@mhdfirm.com>; Rademacher, Brian <Brian.Rademacher@ormondbeach.org>
Subject: Week 4 Ormond Session Report

Good Afternoon Joyce,

The legislative committee meeting process is in full swing, and the breadth of policy issues is indicative of the challenges and opportunities the state confronts. These headlines below provide a glimpse of the issues addressed by state leaders in just the last few days as the Legislative Session approaches the midway point.

Florida readies for federal infrastructure dollars; Florida Senate passes telehealth bill that allows providers to use telephones to deliver care; State of emergency declared in 30 counties after cold front slams Florida farms; Florida manatees brave extreme cold amid worst year of seagrass famine; 'PIP' Repeal Drive Starts Again; Elections Law Fights Ramp Up Again ; 'Criminals aren't victims': Ashley Moody wants tougher penalties for retail thieves; House Looks to Boost Law Officer Recruitment.

Please find below a comprehensive update as we have now concluded the fourth week of the legislative session. Included you will find updates on the Ormond Beach appropriations bills, the Executive Branch, and information from the fifth week of the legislative session. This week both chambers released their initial budgets. Below is an update on the high-profile bills that were heard this week, and attached is a list of all the bills we are tracking for you. We will continue to keep you updated as these issues and others continue to move forward as session begins.

Ormond Beach Appropriations Bills

The House Agriculture and Natural Resources Appropriations subcommittee released the Chair's budget proposal this week. The following Ormond Beach projects are included in the House proposal:

- Ultraviolet Disinfection Conversion: \$750,000 – HB 2275
- Septic Tank Conversion: \$266,000 – HB 2277
- Reclaimed Water Storage: \$200,000 – HB 2273

The typical full water project list was not included in the Senate's Environmental budget release this week. With that in mind, having them in the House budget is good news. It means we are officially in play. The House will debate and pass its budget sometime in the next two weeks. The Senate will take up and pass its proposed budget at the same time. At that point, the budget will become a negotiation between the two chambers that is handled through a budget

conference process. The House and Senate will pass proposals back and forth and resolve budget issues that differ between the two budgets until they finalize one compromise document. It is during this conference process that we will work to get the Senate to accept the House position on our projects.

Timing and Process

With week 4 now complete, we've reached that point in session where bills are moving and getting in the proper posture to pass. At the same time, if bills are not through their subcommittees yet, time is starting to run out for them. Most of the subcommittees will stop meeting after week 5, except for some special circumstances.

Governor DeSantis and Executive Branch

The Executive Branch has now shifted more into the monitor role as session continues to move forward. However, the Governor's office remains engaged on pushing his legislative agenda as we move through the process. Outside of the process the Governor was busy this week doing a couple of Environmental events, including awarding \$404 million for 113 environmental resilience projects throughout the state. These projects are focusing on the effects of sea-level rise and the money will be used for local storm hardening initiatives to help prepare communities for the impact of storm surges and help mitigate flooding.

Legislative Branch

Filed Bills

Attached hereto is your Bill Tracking Report. Of note on this report are the following bills:

SB 280 (Hutson) – Local Ordinances: SB 280 passed off the Senate floor on 1/27 by a vote of 28-8. The bill was amended on the floor making changes to the process on legal challenges to certain recently enacted ordinances. The bill requires counties and cities to produce a business impact estimate prior to passing an ordinance - requiring these estimates to be published on the local government's website. It also imposes certain conditions on lawsuits brought by any party to challenge the legal validity of local ordinances.

The House version of this bill (**HB 403 (Giallombardo)**) was approved by a party line vote of 11-4 in the House Local Administration & Veterans Affairs Subcommittee on December 1st and has not been heard since. The bill provides that a court may award attorney fees to the complainant successfully challenging a local government ordinance on the grounds that the ordinance is arbitrary or unreasonable, or that the ordinance is prohibited by a law other than an express preemption. The bill has two more committee stops and its next is the House Civil Justice & Property Rights Subcommittee.

HB 303 (Truenow) – Sanitary Sewer Lateral Inspection Services: This bill authorizes counties & municipalities to access sanitary sewer laterals within their jurisdiction to investigate, clean, repair, recondition or replace the sanitary sewer laterals. The bill also requires counties & municipalities to notify private property owners within specified timeframe if the local government intends to access owner's sanitary sewer lateral. The bill provides that counties & municipalities that establish programs are legally & financially responsible for all work done. Finally, it authorizes the use of state or local funds allocated for the purpose of environmental preservation or the protection of water quality. This bill has not yet been heard in its first of three committee stops in House Environment, Agriculture & Flooding Subcommittee.

The Senate Version of this bill (**SB 608 (Brodeur)**) was unanimously approved in its second of three committees this week in Senate Community Affairs. The bill is similar to the House version and authorizes counties and municipalities to access any sanitary sewer lateral within their jurisdiction to investigate, clean, repair, recondition or replace the sanitary sewer lateral. It also revises the discretionary minimum program requirements for counties and municipalities that establish an evaluation and rehabilitation program for sanitary sewer laterals on residential and commercial properties. The bill also allows for counties and municipalities to use state or local funds allocated for the purpose of environmental preservation or the protection of water quality for a sanitary sewer lateral program. This bill has one committee stops left and will be up next in Senate Appropriations.

SB 620 (Hutson) – Local Government: The bill passed off of the Senate floor on 1/27 by a vote of 22-14 this week. The bill authorizes certain businesses to claim business damages from a county or municipality if the county or municipality enacts or amends certain ordinances or charter provisions. It requires courts to consider certain factors and follow specified guidance when assessing costs. The bill also authorizes businesses to recover costs and fees if certain requirements are met. The bill was amended in committee changing the name of section 1 to the Local Business Protection Act. The amendment also made changes to the Claims for Business Damages and Presuit Procedures; Attorney Fees and Costs sections of the bill. The amendment also shortened the bill by striking the sections relating to costs and attorneys fees.

The House companion (**HB 569 (McClure)**) is identical to the Senate bill and passed 11-6 in its second House committee Local Administration & Veterans Affairs Subcommittee this week. The bill has one stop remaining and its next will be the Judiciary.

SB 974 (Gruters) - Sovereign Immunity: The bill passed its first of three committees unanimously in Senate Judiciary on 1/31 and has already been placed on the agenda for its next stop on 2/8 in Community Affairs. The bill increases the limits of the state's waiver of sovereign immunity from \$200,000 per injured person and \$300,000 per incident to \$300,000 per injured person and \$400,000 per incident. The limits must be adjusted for inflation every ten years in the future. The Senate's analysis projects this bill to have an indeterminate negative fiscal

impact on state and local government. After Community Affairs the bills final remaining stop is Appropriations.

The House Companion (**HB 985 (Beltran)**) passed its second of three committees on 1/31 by a vote of 23-1 and has only one stop remaining in House Judiciary. The bill increases the limits of the state's waiver of sovereign immunity from \$200,000 per injured person and \$300,000 per incident to \$1,000,000 per person as the cap on the collectability of damages against the state and its agencies and subdivisions for torts. The bill also prohibits an insurance policy from conditioning the payment of benefits on the enactment of a claim. The bill also requires DFS to annually adjust the \$1,000,000 cap to reflect changes in the Consumer Price Index. The House's analysis projects a negative fiscal impact on local governments and state agencies of \$14.1M non-recurring for the first year and projects a \$9.3M impact recurring each following year.

HB 7055 (Giallombardo & State Administration & Technology Appropriations Subcommittee) –

The bill was filed on 2/1 and then unanimously passed its first committee in State Administration & Technology on 2/3. The bill filed as a committee bill has now been assigned as HB 7055 but has yet to receive its additional committee assignments at this time. The bill prohibits state agencies and local governments from paying or otherwise complying with a ransomware incident. Specifically it requires counties and municipalities to:

- Report cybersecurity and ransomware incidents to the sheriff and State Watch Office (SWO).
- Submit after action reports to the Florida Digital Service (FLDS) following a cybersecurity or ransomware incident.
- Requires employees to undergo certain cybersecurity training within 30 days of employment and annually thereafter.
- Adopt cybersecurity standards that safeguard the local government's data, IT, and IT resources.

Additionally, the bill requires the SWO to forward all information received pursuant to incident notification to FLDS and the Florida Department of Law Enforcement (FDLE). The bill authorizes FLDS and FDLE to aid the local government in response to the incident.

The Senate Companion (**SB 1670 (Hutson)**) is on the Agenda to be heard in its first of three committees Senate Military and Veterans Affairs, Space and Domestic Security on 2/8. The bill is similar to the House bill in having specific incident reporting requirements for state agencies and local governments of cybersecurity and ransomware incidents. The bill also contains provisions relating to conducting vulnerability testing, intensive cybersecurity training for IT professionals, and the adoption of cybersecurity standards that comply with the National Institute of Standards and Technology cybersecurity frameworks.

Please review the attached bill tracking list and don't hesitate to reach out if you have any questions.

Reapportionment

The process of redrawing the boundaries for state legislative and congressional districts occurs once every 10 years following completion of the United States Census. In Florida, both congressional and state legislative districts are drawn by the Legislature. New redistricting maps are now on their way to the Supreme Court. The full Senate unanimously approved a 40-district state Senate map and 120-district House map on Thursday. Supporters of the new map proposals said the maps are more mathematically compact and split fewer cities than the maps drawn a decade ago. Those in opposition argued there aren't enough minority districts, saying the map should have better reflected the increase in minority populations around the state. The next step is for the attorney general to present the maps to the Supreme Court, which would then have 30 days to review them.

Please do not hesitate to contact us if you have questions about the content of this report or other legislative matters. Have a great weekend!

Thanks,

Karl

Karl Rasmussen, Senior Policy Advisor

METZ, HUSBAND & DAUGHTON, PA

119 South Monroe Street, Suite 200

Tallahassee, Florida 32301

O: (850) 205-9000

C: (850) 321-8036

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HB 0031 Firefighter Inquiries and Investigations by Busatta Cabrera

Firefighter Inquiries and Investigations: Provides firefighters have certain rights during informal inquiry; provides firefighter may not be subjected to certain disciplinary action during informal inquiry or interrogation. Effective Date: July 1, 2022

Committees of Reference

House Government Operations Subcommittee
House Civil Justice & Property Rights Subcommittee
House State Affairs Committee

Actions

08/10/2021 HOUSE Filed
09/17/2021 HOUSE Referred to Government Operations Subcommittee; Civil Justice & Property Rights Subcommittee; State Affairs Committee
09/17/2021 HOUSE Now in Government Operations Subcommittee
10/13/2021 HOUSE On Committee agenda - Government Operations Subcommittee, 10/20/21, 3:00 pm, 404 H
10/20/2021 HOUSE Favorable by Government Operations Subcommittee; 15 Yeas, 0 Nays
10/20/2021 HOUSE Now in Civil Justice & Property Rights Subcommittee
11/23/2021 HOUSE On Committee agenda - Civil Justice & Property Rights Subcommittee, 12/01/21, 11:00 am, 404 H
12/01/2021 HOUSE Favorable by Civil Justice & Property Rights Subcommittee; 16 Yeas, 0 Nays
12/01/2021 HOUSE Now in State Affairs Committee
01/11/2022 HOUSE On Committee agenda - State Affairs Committee, 01/13/22, 4:30 pm, 212 K
01/13/2022 HOUSE Favorable by State Affairs Committee; 22 Yeas, 0 Nays
01/13/2022 HOUSE Placed on Calendar, on 2nd reading
02/03/2022 HOUSE Bill added to Special Order Calendar (2/9/2022)

Identical

SB 0264 Firefighter Inquiries and Investigations (Hooper)
02/03/2022 SENATE Placed on Calendar, on 2nd reading

HB 0053 Communicable and Infectious Diseases by Fetterhoff

Communicable and Infectious Diseases: Provides presumption to specified workers that impairment of health caused by COVID-19 or infectious disease happened in line of duty; requires certain actions in order to be entitled to presumption; provides emergency rescue or public safety worker may be required to receive certain vaccines or immunizations; requires emergency rescue or public safety workers to file incident or accident report under certain conditions. Effective Date: upon becoming a law

Committees of Reference

No committees referenced

Actions

08/27/2021 HOUSE Filed

09/14/2021 HOUSE Withdrawn prior to introduction

Compare

HB 0117 Communicable and Infectious Diseases (Fetterhoff)
09/29/2021 HOUSE Now in Government Operations Subcommittee

SB 0774 Communicable and Infectious Diseases (Gruters)
11/16/2021 SENATE Referred to Governmental Oversight and Accountability;
Appropriations Subcommittee on Agriculture, Environment, and General Government;
Appropriations

HB 0117 Communicable and Infectious Diseases by Fetterhoff

Communicable and Infectious Diseases: Provides presumption to specified workers that impairment of health caused by COVID-19 or infectious disease happened in line of duty; requires certain actions in order to be entitled to presumption; requires emergency rescue or public safety workers to file incident or accident report under certain conditions. Effective Date: upon becoming a law

Committees of Reference

House Government Operations Subcommittee (Current Reference)
House Appropriations Committee
House State Affairs Committee

Actions

09/16/2021 HOUSE Filed
09/29/2021 HOUSE Referred to Government Operations Subcommittee; Appropriations Committee;
State Affairs Committee
09/29/2021 HOUSE Now in Government Operations Subcommittee

Compare

HB 0053 Communicable and Infectious Diseases (Fetterhoff)
09/14/2021 HOUSE Withdrawn prior to introduction

Identical

SB 0774 Communicable and Infectious Diseases (Gruters)
11/16/2021 SENATE Referred to Governmental Oversight and Accountability;
Appropriations Subcommittee on Agriculture, Environment, and General Government;
Appropriations

SB 0264 Firefighter Inquiries and Investigations by Hooper

Firefighter Inquiries and Investigations; Providing that firefighters have certain rights during an informal inquiry; providing that a firefighter may not be threatened with certain disciplinary action during an informal inquiry or interrogation, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Community Affairs
Senate Governmental Oversight and Accountability
Senate Rules

Actions

09/21/2021 SENATE Filed
10/13/2021 SENATE Referred to Community Affairs; Governmental Oversight and Accountability;
Rules
01/07/2022 SENATE On Committee agenda - Community Affairs, 01/12/22, 9:30 am, 37 S
01/12/2022 SENATE Favorable by Community Affairs; 7 Yeas, 0 Nays

01/12/2022 SENATE Now in Governmental Oversight and Accountability

01/21/2022 SENATE On Committee agenda - Governmental Oversight and Accountability, 01/26/22, 10:00 am, 37 S

01/26/2022 SENATE Favorable by Governmental Oversight and Accountability; 6 Yeas, 0 Nays

01/26/2022 SENATE Now in Rules

01/31/2022 SENATE On Committee agenda - Rules, 02/03/22, 9:00 am, 412 K

02/03/2022 SENATE Favorable by Rules; 15 Yeas, 0 Nays

02/03/2022 SENATE Placed on Calendar, on 2nd reading

Identical

HB 0031 Firefighter Inquiries and Investigations (Busatta Cabrera)
02/03/2022 HOUSE Bill added to Special Order Calendar (2/9/2022)

SB 0280

Local Ordinances by Hutson

Local Ordinances; Authorizing courts to assess and award reasonable attorney fees and costs and damages in certain civil actions filed against local governments; requiring a board of county commissioners to prepare or cause to be prepared a business impact estimate before the enactment of a proposed ordinance; requiring a county to suspend enforcement of an ordinance that is the subject of a certain legal action if certain conditions are met; authorizing a prevailing county to enforce the ordinance after a specified period, except under certain circumstances; requiring a governing body of a municipality to prepare or cause to be prepared a business impact estimate before the enactment of a proposed ordinance, etc. Effective Date: 10/1/2022

Committees of Reference

Senate Community Affairs
Senate Rules

Actions

09/21/2021 SENATE Filed

10/13/2021 SENATE Referred to Community Affairs; Judiciary; Rules

01/07/2022 SENATE On Committee agenda - Community Affairs, 01/12/22, 9:30 am, 37 S

01/12/2022 SENATE Favorable with CS by Community Affairs; 6 Yeas, 2 Nays

01/12/2022 SENATE Committee Substitute Text (C1) Filed

01/13/2022 SENATE Reference to Judiciary removed; Remaining reference: Rules

01/13/2022 SENATE Now in Rules

01/14/2022 SENATE On Committee agenda - Rules, 01/20/22, 9:30 am, 412 K

01/20/2022 SENATE Favorable with CS by Rules; 14 Yeas, 2 Nays

01/21/2022 SENATE Committee Substitute Text (C2) Filed

01/21/2022 SENATE Placed on Calendar, on 2nd reading

01/24/2022 SENATE Placed on Special Order Calendar, 01/27/22

01/27/2022 SENATE Read Second Time; Amendment Adopted (349788); Read Third Time; Passed (Vote: 28 Yeas / 8 Nays); Immediately certified

01/27/2022 SENATE Engrossed Text (E1) Filed

01/27/2022 HOUSE In Messages

Similar

HB 0403 Local Ordinances (Giallombardo)
12/01/2021 HOUSE Now in Civil Justice & Property Rights Subcommittee

Vacation Rentals by Garcia

Vacation Rentals; Providing that local laws, ordinances, or regulations requiring vacation rental owners or operators to provide the local government with certain contact information are not prohibited or preempted to the state, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Regulated Industries
Senate Community Affairs
Senate Rules

Actions

09/22/2021 SENATE Filed
10/13/2021 SENATE Referred to Regulated Industries; Community Affairs; Rules
10/18/2021 SENATE Withdrawn from Regulated Industries; Community Affairs; Rules
10/18/2021 SENATE Withdrawn prior to introduction

Compare

HB 0325 Vacation Rentals (Fischer)
02/01/2022 HOUSE Now in Ways & Means Committee
SB 0512 Vacation Rentals (Burgess)
02/04/2022 SENATE Now in Appropriations

Sanitary Sewer Lateral Inspection Programs by Truenow

Sanitary Sewer Lateral Inspection Programs: Authorizes counties & municipalities to access sanitary sewer laterals within their jurisdiction for specified purposes; requires counties & municipalities to notify private property owners within specified timeframe if county or municipality intends to access owner's sanitary sewer lateral; provides that counties & municipalities that establish programs are legally & financially responsible for all work done; requires counties & municipalities that establish programs to consider economical methods for counties & municipalities; authorizes program established by county or municipality to evaluate & rehabilitate sanitary sewer laterals on residential & commercial properties to use state or local funds allocated for environmental preservation or protection of water quality. Effective Date: July 1, 2022

Committees of Reference

House Environment, Agriculture & Flooding Subcommittee (Current Reference)
House Local Administration & Veterans Affairs Subcommittee
House State Affairs Committee

Actions

10/14/2021 HOUSE Filed
10/26/2021 HOUSE Referred to Environment, Agriculture & Flooding Subcommittee; Local Administration & Veterans Affairs Subcommittee; State Affairs Committee
10/26/2021 HOUSE Now in Environment, Agriculture & Flooding Subcommittee

Similar

SB 0608 Sanitary Sewer Lateral Inspection Programs (Brodeur)
02/02/2022 SENATE Now in Appropriations

Fish and Wildlife Conservation Commission by Sirois

Fish and Wildlife Conservation Commission: Requires certain forms relating to boating under influence be provided by FWCC rather than DHSMV; authorizes certain athletic teams & sports to operate human-powered vessel within specified waterway; revises authorized conditions for determining vessels at risk of becoming derelict; prohibits municipalities & counties from designating public bathing beach & swim

areas within specified waterway; repeals provisions relating to derelict vessels & relocation & removal of such vessels; authorizes FWCC to provide derelict vessel grants to local governments; requires FWCC to adopt rules; authorizes FWCC employees & Florida Forest Service to operate drones for specified purposes. Effective Date: July 1, 2022

Committees of Reference

House Environment, Agriculture & Flooding Subcommittee

House Agriculture & Natural Resources Appropriations Subcommittee (Current Reference)

House State Affairs Committee

Actions

10/15/2021	HOUSE Filed
11/05/2021	HOUSE Referred to Environment, Agriculture & Flooding Subcommittee; Agriculture & Natural Resources Appropriations Subcommittee; State Affairs Committee
11/05/2021	HOUSE Now in Environment, Agriculture & Flooding Subcommittee
11/23/2021	HOUSE On Committee agenda - Environment, Agriculture & Flooding Subcommittee, 12/01/21, 3:30 pm, 212 K
12/01/2021	HOUSE Favorable with CS by Environment, Agriculture & Flooding Subcommittee; 17 Yeas, 0 Nays
12/03/2021	HOUSE Committee Substitute Text (C1) Filed
12/07/2021	HOUSE Now in Agriculture & Natural Resources Appropriations Subcommittee

Similar

SB 0494	Fish and Wildlife Conservation Commission (Hutson)
	02/03/2022 SENATE Retained on Special Order Calendar

HB 0325

Vacation Rentals by Fischer

Vacation Rentals: Requires advertising platforms to collect & remit taxes for certain transactions; revises certain regulated activities of public lodging establishments & public food service establishments preempted to state; expands authority of local laws, to include requiring vacation rentals to register with vacation rental registration program; authorizes local governments to adopt vacation rental registration program & impose fines for failure to register; preempts regulation of advertising platforms to state; authorizes Division of Hotels & Restaurants to issue & deliver notice to cease & desist for certain violations; authorizes division to collect attorney fees & costs & impose fine on advertising platforms for violations. Effective Date: upon becoming a law

Committees of Reference

House Regulatory Reform Subcommittee

House Ways & Means Committee (Current Reference)

House Commerce Committee

Actions

10/18/2021	HOUSE Filed
11/03/2021	Bill to be Discussed During the Office of EDR's Revenue Estimating Impact Conference, 11/05/21, 1:30 pm, 117 K (No Votes Will Be Taken)
11/05/2021	HOUSE Referred to Regulatory Reform Subcommittee; Ways & Means Committee; Commerce Committee
11/05/2021	HOUSE Now in Regulatory Reform Subcommittee
01/25/2022	HOUSE On Committee agenda - Regulatory Reform Subcommittee, 01/27/22, 11:30 am, 212 K
01/26/2022	Bill to be Discussed During the Office of EDR's Revenue Estimating Impact Conference, 01/28/22, 10:30 am, 117 K (No Votes Will Be Taken)

01/27/2022 HOUSE Favorable with CS by Regulatory Reform Subcommittee; 10 Yeas, 6 Nays
01/28/2022 HOUSE Committee Substitute Text (C1) Filed
02/01/2022 HOUSE Now in Ways & Means Committee

Compare

SB 0286 Vacation Rentals (Garcia)
10/18/2021 SENATE Withdrawn prior to introduction

Similar

SB 0512 Vacation Rentals (Burgess)
02/04/2022 SENATE Now in Appropriations

HB 0403

Local Ordinances by Giallombardo

Local Ordinances: Authorizes courts to assess & award attorney fees & costs & damages in certain civil actions filed against local governments; requires local governments to prepare business impact statement before adoption of proposed ordinances; specifies requirements for posting & content of statement; requires counties & municipalities to suspend enforcement of certain ordinances subject of certain legal actions; requires courts to give priority to certain cases; specifies factors court must consider in determining whether ordinance is arbitrary or unreasonable provides declaration of important state interest. Effective Date: October 1, 2022

Committees of Reference

House Local Administration & Veterans Affairs Subcommittee
House Civil Justice & Property Rights Subcommittee (Current Reference)
House State Affairs Committee

Actions

10/25/2021 HOUSE Filed
11/05/2021 HOUSE Referred to Local Administration & Veterans Affairs Subcommittee; Civil Justice & Property Rights Subcommittee; State Affairs Committee
11/05/2021 HOUSE Now in Local Administration & Veterans Affairs Subcommittee
11/23/2021 HOUSE On Committee agenda - Local Administration & Veterans Affairs Subcommittee, 12/01/21, 1:30 pm, 404 H
12/01/2021 HOUSE Favorable by Local Administration & Veterans Affairs Subcommittee; 11 Yeas, 4 Nays
12/01/2021 HOUSE Now in Civil Justice & Property Rights Subcommittee

Similar

SB 0280 Local Ordinances (Hutson)
01/27/2022 HOUSE In Messages

HB 0425

Posttraumatic Stress Disorder Workers' Compensation for Law Enforcement, Correctional, and Correctional Probation Officers by Fischer

Posttraumatic Stress Disorder Workers' Compensation for Law Enforcement, Correctional, and Correctional Probation Officers: Provides PTSD suffered by part-time & auxiliary law enforcement officers, correctional & part-time correctional officers, & correctional probation & part-time correctional probation officers is occupational disease compensable by workers' compensation benefits; specifies evidentiary standard for demonstrating such disorder; specifies benefits do not require physical injury; provides time for notice of injury or death; requires employing agency to provide specified mental health training. Effective Date: July 1, 2022

Committees of Reference

House Insurance & Banking Subcommittee (Current Reference)

House State Affairs Committee
House Appropriations Committee
House Commerce Committee

Actions

10/27/2021 HOUSE Filed

11/05/2021 HOUSE Referred to Insurance & Banking Subcommittee; State Affairs Committee; Appropriations Committee; Commerce Committee

11/05/2021 HOUSE Now in Insurance & Banking Subcommittee

02/03/2022 HOUSE On Committee agenda - Insurance & Banking Subcommittee, 02/07/22, 4:00 pm, 17 H - PCS

Compare

SB 0664 Posttraumatic Stress Disorder Workers' Compensation for Law Enforcement and Correctional Officers (Bradley)

02/03/2022 SENATE Now in Appropriations Subcommittee on Agriculture, Environment, and General Government

HB 0501 Prohibition of Public Funds for Lobbying by Gregory

Prohibition of Public Funds for Lobbying: Prohibits local governments and not-for-profit organizations from using public funds to retain lobbyists; provides exceptions for local government full-time employees; provides sanctions for violations; authorizes people to file complaints with the Commission on Ethics; requires commission to provide a report to specified entities; specifies procedures for disciplining violators. Effective Date: July 1, 2022

Committees of Reference

House Public Integrity & Elections Committee
House Local Administration & Veterans Affairs Subcommittee
House State Affairs Committee

Actions

11/04/2021 HOUSE Filed

11/19/2021 HOUSE Referred to Public Integrity & Elections Committee; Local Administration & Veterans Affairs Subcommittee; State Affairs Committee

11/19/2021 HOUSE Now in Public Integrity & Elections Committee

01/07/2022 HOUSE Withdrawn prior to introduction

HB 0515 Municipal Water and Sewer Utility Rates by Robinson (F)

Municipal Water and Sewer Utility Rates: Requires municipality to charge customers receiving its utility services in another municipality same rates, fees, & charges as it charges consumers within its municipal boundaries. Effective Date: July 1, 2022

Committees of Reference

House Tourism, Infrastructure & Energy Subcommittee (Current Reference)
House Local Administration & Veterans Affairs Subcommittee
House Commerce Committee

Actions

11/04/2021 HOUSE Filed

11/19/2021 HOUSE Referred to Tourism, Infrastructure & Energy Subcommittee; Local Administration & Veterans Affairs Subcommittee; Commerce Committee

11/19/2021 HOUSE Now in Tourism, Infrastructure & Energy Subcommittee

Identical

SB 0886 Municipal Water and Sewer Utility Rates (Jones)

11/30/2021 SENATE Referred to Community Affairs; Regulated Industries; Rules

SB 0518**Private Property Rights to Prune, Trim, and Remove Trees by Brodeur**

Private Property Rights to Prune, Trim, and Remove Trees; Revising conditions under which a local government may not require a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property; specifying when a tree poses an unacceptable risk, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Community Affairs

Senate Governmental Oversight and Accountability (Current Reference)

Senate Rules

Actions

10/15/2021 SENATE Filed

11/03/2021 SENATE Referred to Community Affairs; Governmental Oversight and Accountability; Rules

01/13/2022 SENATE On Committee agenda - Community Affairs, 01/18/22, 3:30 pm, 37 S

01/18/2022 SENATE Favorable with CS by Community Affairs; 7 Yeas, 0 Nays

01/20/2022 SENATE Committee Substitute Text (C1) Filed

01/20/2022 SENATE Now in Governmental Oversight and Accountability

Identical

HB 1555 Private Property Rights to Prune, Trim, and Remove Trees (McClain)

02/03/2022 HOUSE On Committee agenda - Local Administration & Veterans Affairs Subcommittee, 02/07/22, 1:30 pm, 404 H

HB 0557**Fire Investigator Cancer Treatment Benefits by Salzman**

Fire Investigator Cancer Treatment Benefits: Revises definition of term "firefighter" to include full-time, Florida-certified fire investigators for purpose of expanding eligibility for certain cancer treatment benefits to include such investigators; provides declaration of important state interest. Effective Date: July 1, 2022

Committees of Reference

House Insurance & Banking Subcommittee

House Government Operations Subcommittee (Current Reference)

House Appropriations Committee

House Commerce Committee

Actions

11/09/2021 HOUSE Filed

11/19/2021 HOUSE Referred to Insurance & Banking Subcommittee; Government Operations Subcommittee; Appropriations Committee; Commerce Committee

11/19/2021 HOUSE Now in Insurance & Banking Subcommittee

01/14/2022 HOUSE On Committee agenda - Insurance & Banking Subcommittee, 01/19/22, 3:30 pm, 17 H

01/19/2022 HOUSE Favorable by Insurance & Banking Subcommittee; 17 Yeas, 0 Nays

01/19/2022 HOUSE Now in Government Operations Subcommittee

HOUSE On Committee agenda - Government Operations Subcommittee, 02/03/22, 2:00

02/01/2022 pm, 404 H

02/03/2022 HOUSE Favorable with CS by Government Operations Subcommittee; 16 Yeas, 0 Nays

02/03/2022 HOUSE Committee Substitute Text (C1) Filed

Identical

SB 0838 Fire Investigators (Wright)

02/03/2022 HOUSE In Messages

HB 0569

Local Business Protection Act by McClure

Local Business Protection Act: Authorizes businesses to claim damages from county or municipality if county or municipality enacts or amends certain ordinances or charter provisions; limits amount of business damages that may be recovered; specifies ordinances & charter provisions that do not result in liability; requires presuit procedures before businesses file action for business damages; authorizes courts to award reasonable attorney fees & costs; specifies counties & municipalities are not liable for damages if they take actions within specified timeframe. Effective Date: upon becoming a law

Committees of Reference

House Civil Justice & Property Rights Subcommittee

House Local Administration & Veterans Affairs Subcommittee (Current Reference)

House Judiciary Committee

Actions

11/10/2021 HOUSE Filed

11/19/2021 HOUSE Referred to Civil Justice & Property Rights Subcommittee; Local Administration & Veterans Affairs Subcommittee; Judiciary Committee

11/19/2021 HOUSE Now in Civil Justice & Property Rights Subcommittee

01/11/2022 HOUSE On Committee agenda - Civil Justice & Property Rights Subcommittee, 01/13/22, 2:00 pm, 404 H

01/13/2022 HOUSE Favorable with CS by Civil Justice & Property Rights Subcommittee; 12 Yeas, 5 Nays

01/14/2022 HOUSE Committee Substitute Text (C1) Filed

01/18/2022 HOUSE Now in Local Administration & Veterans Affairs Subcommittee

01/31/2022 HOUSE On Committee agenda - Local Administration & Veterans Affairs Subcommittee, 02/02/22, 11:30 am, 404 H - PCS

02/02/2022 HOUSE Favorable with CS by Local Administration & Veterans Affairs Subcommittee; 11 Yeas, 6 Nays

02/03/2022 HOUSE Committee Substitute Text (C2) Filed

Identical

SB 0620 Local Business Protection Act (Hutson)

01/27/2022 HOUSE In Messages

SB 0608

Sanitary Sewer Lateral Inspection Programs by Brodeur

Sanitary Sewer Lateral Inspection Programs; Defining the term "continuous monolithic pipe system"; authorizing counties and municipalities, respectively, to access sanitary sewer laterals within their jurisdiction for specified purposes; requiring counties and municipalities to notify private property owners within a specified timeframe if the county or municipality intends to access the owner's sanitary sewer lateral; authorizing a program established by a county or a municipality to evaluate and rehabilitate sanitary sewer laterals on residential and commercial properties to use state or local funds allocated for environmental preservation or the protection of water quality, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Environment and Natural Resources
Senate Community Affairs
Senate Appropriations (Current Reference)

Actions

10/25/2021	SENATE Filed
11/03/2021	SENATE Referred to Environment and Natural Resources; Community Affairs; Appropriations
11/22/2021	SENATE On Committee agenda - Environment and Natural Resources, 11/30/21, 9:00 am, 37 S
11/30/2021	SENATE Favorable with CS by Environment and Natural Resources; 6 Yeas, 0 Nays
11/30/2021	SENATE Committee Substitute Text (C1) Filed
12/06/2021	SENATE Now in Community Affairs
01/28/2022	SENATE On Committee agenda - Community Affairs, 02/02/22, 8:30 am, 37 S
02/02/2022	SENATE Favorable by Community Affairs; 9 Yeas, 0 Nays
02/02/2022	SENATE Now in Appropriations

Similar

HB 0303	Sanitary Sewer Lateral Inspection Programs (Truenow) 10/26/2021 HOUSE Now in Environment, Agriculture & Flooding Subcommittee
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SB 0620

Local Business Protection Act by Hutson

Local Business Protection Act; Citing this act as the "Local Business Protection Act"; authorizing certain businesses to claim business damages from a county or municipality if the county or municipality enacts or amends certain ordinances or charter provisions; limiting the amount of business damages that may be recovered; specifying ordinances and charter provisions that do not result in liability for business damages; requiring businesses and counties or municipalities to follow certain presuit procedures before businesses file an action for business damages, etc. Effective Date: Upon becoming a law

Committees of Reference

Senate Judiciary
Senate Appropriations

Actions

10/25/2021	SENATE Filed
11/03/2021	SENATE Referred to Judiciary; Rules; Appropriations
11/22/2021	SENATE On Committee agenda - Judiciary, 11/30/21, 9:00 am, 412 K
11/30/2021	SENATE Favorable by Judiciary; 7 Yeas, 4 Nays
11/30/2021	SENATE Now in Rules
01/10/2022	SENATE Reference to Rules removed; Remaining reference: Appropriations
01/10/2022	SENATE Now in Appropriations
01/14/2022	SENATE On Committee agenda - Appropriations, 01/20/22, 11:30 am, 412 K
01/20/2022	SENATE Favorable with CS by Appropriations; 11 Yeas, 7 Nays
01/24/2022	SENATE Committee Substitute Text (C1) Filed
01/24/2022	SENATE Placed on Calendar, on 2nd reading
01/24/2022	SENATE Placed on Special Order Calendar, 01/27/22
01/27/2022	SENATE Read Second Time; Amendments Adopted (834272, 507868); Amendment Adopted as Amended (609228); Read Third Time; Passed (Vote: 22 Yeas / 14 Nays); Immediately certified

01/27/2022 SENATE Engrossed Text (E1) Filed

01/27/2022 HOUSE In Messages

Identical

HB 0569 Local Business Protection Act (McClure)

02/03/2022 HOUSE Committee Substitute Text (C2) Filed

HB 0635 Building Permits by Maggard

Building Permits: Prohibits certain persons or entities from making substantive changes to building plans after permit has been issued; provides exceptions; requires certain persons to provide certain information to certain persons or entities; provides that certain persons are subject to disciplinary action under certain circumstances; prohibits local government from prohibiting or restricting demolition permits for single-family residential structures located in certain areas; provides that local governments may only review demolition permits administratively for compliance with certain regulations; prohibits property owner from being penalized for demolition in compliance with demolition permit; prohibits local governments from imposing additional requirements on certain structures. Effective Date: July 1, 2022

Committees of Reference

House Regulatory Reform Subcommittee

House Local Administration & Veterans Affairs Subcommittee (Current Reference)

House Commerce Committee

Actions

11/17/2021 HOUSE Filed

12/06/2021 HOUSE Referred to Regulatory Reform Subcommittee; Local Administration & Veterans Affairs Subcommittee; Commerce Committee

12/06/2021 HOUSE Now in Regulatory Reform Subcommittee

01/10/2022 HOUSE On Committee agenda - Regulatory Reform Subcommittee, 01/12/22, 2:00 pm, 212 K

01/12/2022 HOUSE Temporarily Postponed by Regulatory Reform Subcommittee

01/18/2022 HOUSE On Committee agenda - Regulatory Reform Subcommittee, 01/20/22, 1:00 pm, 212 K - PCS

01/20/2022 HOUSE Favorable with CS by Regulatory Reform Subcommittee; 17 Yeas, 0 Nays

01/21/2022 HOUSE Committee Substitute Text (C1) Filed

01/25/2022 HOUSE Now in Local Administration & Veterans Affairs Subcommittee

02/03/2022 HOUSE On Committee agenda - Local Administration & Veterans Affairs Subcommittee, 02/07/22, 1:30 pm, 404 H

Compare

SB 0644 Building Regulation (Brodeur)

02/03/2022 SENATE Now in Rules

SB 0976 Construction (Perry)

12/13/2021 SENATE Referred to Community Affairs; Governmental Oversight and Accountability; Rules

SB 1020 Building Plans (Perry)

12/13/2021 SENATE Referred to Community Affairs; Banking and Insurance; Rules

HB 1281 Building Construction Policies (DiCeglie)

01/12/2022 HOUSE Now in Regulatory Reform Subcommittee

HB 0645 Law Enforcement, Correctional, & Correctional Probation Officers' Death Benefits by Gottlieb

Law Enforcement, Correctional, & Correctional Probation Officers' Death Benefits: Requires employer of full-time law enforcement, correctional, or correctional probation officer to extend paid health insurance benefits to officer's surviving spouse & each of officer's dependent children if officer dies in line of duty as result of exposure to pandemic disease that is subject of public health emergency. Effective Date: upon becoming a law

Committees of Reference

House Government Operations Subcommittee (Current Reference)
House Appropriations Committee
House State Affairs Committee

Actions

11/17/2021 HOUSE Filed
12/13/2021 HOUSE Referred to Government Operations Subcommittee; Appropriations Committee; State Affairs Committee
12/13/2021 HOUSE Now in Government Operations Subcommittee

Identical

SB 0992 Death Benefits (Book)
12/13/2021 SENATE Referred to Governmental Oversight and Accountability; Banking and Insurance; Appropriations

SB 0664

Posttraumatic Stress Disorder Workers' Compensation for Law Enforcement and Correctional Officers by Bradley

Posttraumatic Stress Disorder Workers' Compensation for Law Enforcement and Correctional Officers; Defining the term "first responder" for the purposes of including part-time and auxiliary law enforcement officers for workers' compensation benefits for posttraumatic stress disorder and for educational training related to mental health; providing that, under certain circumstances, posttraumatic stress disorder suffered by correctional officers and part-time correctional officers is an occupational disease compensable by workers' compensation benefits; specifying the evidentiary standard for demonstrating such disorder, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Banking and Insurance
Senate Appropriations Subcommittee on Agriculture, Environment, and General Government (Current Reference)
Senate Appropriations

Actions

10/27/2021 SENATE Filed
11/16/2021 SENATE Referred to Banking and Insurance; Appropriations Subcommittee on Agriculture, Environment, and General Government; Appropriations
01/28/2022 SENATE On Committee agenda - Banking and Insurance, 02/02/22, 8:30 am, 412 K
02/02/2022 SENATE Favorable with CS by Banking and Insurance; 11 Yeas, 0 Nays
02/03/2022 SENATE Committee Substitute Text (C1) Filed
02/03/2022 SENATE Now in Appropriations Subcommittee on Agriculture, Environment, and General Government

Compare

HB 0425 Posttraumatic Stress Disorder Workers' Compensation for Law Enforcement, Correctional, and Correctional Probation Officers (Fischer)
02/03/2022 HOUSE On Committee agenda - Insurance & Banking Subcommittee, 02/07/22, 4:00 pm, 17 H - PCS

SB 0674 Public Meetings During Declared States of Emergency by Cruz

Public Meetings During Declared States of Emergency; Providing for the suspension of certain statutory provisions during declared states of emergency for a specified timeframe; authorizing governing bodies to use communications media technology to conduct meetings during declared states of emergency; providing that certain remote participation by a governing body member in a meeting constitutes that individual's presence at such meeting and counts toward a quorum during a declared state of emergency; authorizing members of a governing body to attend certain meetings in person or through communications media technology, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Community Affairs (Current Reference)
Senate Military and Veterans Affairs, Space, and Domestic Security
Senate Rules

Actions

10/27/2021 SENATE Filed
11/16/2021 SENATE Referred to Community Affairs; Military and Veterans Affairs, Space, and Domestic Security; Rules

HB 0693 Department of Health by Drake

Department of Health: Revises purpose of department's targeted outreach program for certain pregnant women; requires department to educate pregnant women who have HIV on certain information; authorizes department to select samples of marijuana from medical marijuana treatment center facilities for certain testing; revises provisions relating to licensure of midwives, orthotist & prosthetist registration, examination, & licensing, clinical laboratory directors, psychologist licensing, clinical social workers, marriage & family therapists, & mental health counselors. Effective Date: July 1, 2022

Committees of Reference

House Professions & Public Health Subcommittee
House Health & Human Services Committee (Current Reference)

Actions

11/22/2021 HOUSE Filed
12/13/2021 HOUSE Referred to Professions & Public Health Subcommittee; Health & Human Services Committee
12/13/2021 HOUSE Now in Professions & Public Health Subcommittee
01/21/2022 HOUSE On Committee agenda - Professions & Public Health Subcommittee, 01/25/22, 9:00 am, 212 K - PCS
01/25/2022 HOUSE Favorable with CS by Professions & Public Health Subcommittee; 18 Yeas, 0 Nays
01/26/2022 HOUSE Committee Substitute Text (C1) Filed
01/28/2022 HOUSE Now in Health & Human Services Committee

Compare

HB 0343 Mental Health Professional Licensure (Koster)
02/04/2022 HOUSE Placed on Calendar, on 2nd reading
SB 0566 Mental Health Professional Licensure (Gruters)
02/03/2022 HOUSE In Messages
HB 0679 Cannabis Regulation (Learned)
12/13/2021 HOUSE Now in Professions & Public Health Subcommittee
SB 1268 Cannabis Regulation (Gruters)

Similar

SB 0768 Department of Health (Rodriguez (A))
01/28/2022 SENATE Now in Appropriations Subcommittee on Health and Human Services

SB 0706

School Concurrency by Perry

School Concurrency; Revising provisions specifying when school concurrency is deemed satisfied; specifying that proportionate-share mitigation must be set aside and not spent if an improvement has not been identified, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Community Affairs
Senate Education
Senate Rules (Current Reference)

Actions

10/28/2021 SENATE Filed
11/16/2021 SENATE Referred to Community Affairs; Education; Rules
01/20/2022 SENATE On Committee agenda - Community Affairs, 01/25/22, 3:30 pm, 37 S
01/25/2022 SENATE Favorable with CS by Community Affairs; 9 Yeas, 0 Nays
01/27/2022 SENATE Committee Substitute Text (C1) Filed
01/27/2022 SENATE Now in Education
01/27/2022 SENATE On Committee agenda - Education, 02/01/22, 1:00 pm, 412 K
02/01/2022 SENATE Favorable with CS by Education; 9 Yeas, 0 Nays
02/02/2022 SENATE Committee Substitute Text (C2) Filed
02/02/2022 SENATE Now in Rules

Similar

HB 0851 School Concurrency (McClain)
01/20/2022 HOUSE Now in Education & Employment Committee

SB 0768

Department of Health by Rodriguez (A)

Department of Health; Revising the purpose of the department's targeted outreach program for certain pregnant women; requiring the department to encourage high-risk pregnant women of unknown status to be tested for sexually transmissible diseases; removing the Children's Medical Services office from parties required to coordinate in the development of local emergency management plans for special needs shelters; deleting a requirement that certain nursing program graduates complete a specified preparatory course; defining the terms "doctoral degree from an American Psychological Association accredited program" and "doctoral degree in psychology", etc. Effective Date: Except as otherwise expressly provided in this act and except for this section, which shall take effect upon this act becoming a law, this act shall take effect July 1, 2022

Committees of Reference

Senate Health Policy
Senate Appropriations Subcommittee on Health and Human Services (Current Reference)
Senate Appropriations

Actions

11/02/2021 SENATE Filed

11/16/2021 SENATE Referred to Health Policy; Appropriations Subcommittee on Health and Human Services; Appropriations

01/21/2022 SENATE On Committee agenda - Health Policy, 01/26/22, 10:00 am, 412 K

01/26/2022 SENATE Favorable with CS by Health Policy; 10 Yeas, 0 Nays

01/27/2022 SENATE Committee Substitute Text (C1) Filed

01/28/2022 SENATE Now in Appropriations Subcommittee on Health and Human Services

Compare

HB 0343 Mental Health Professional Licensure (Koster)
02/04/2022 HOUSE Placed on Calendar, on 2nd reading

SB 0566 Mental Health Professional Licensure (Gruters)
02/03/2022 HOUSE In Messages

HB 0679 Cannabis Regulation (Learned)
12/13/2021 HOUSE Now in Professions & Public Health Subcommittee

SB 1268 Cannabis Regulation (Gruters)
01/05/2022 SENATE Referred to Health Policy; Appropriations Subcommittee on Health and Human Services; Appropriations

Similar

HB 0693 Department of Health (Drake)
01/28/2022 HOUSE Now in Health & Human Services Committee

SB 0774 Communicable and Infectious Diseases by Gruters

Communicable and Infectious Diseases; Citing this act as the "Sergeant Justin White Act."; providing a presumption to specified workers that an impairment of health caused by COVID-19 or an infectious disease happened in the line of duty; requiring certain actions in order to be entitled to the presumption; requiring emergency rescue or public safety workers to file an incident or accident report under certain conditions, etc. Effective Date: Upon becoming a law

Committees of Reference

Senate Governmental Oversight and Accountability (Current Reference)
Senate Appropriations Subcommittee on Agriculture, Environment, and General Government
Senate Appropriations

Actions

11/02/2021 SENATE Filed

11/16/2021 SENATE Referred to Governmental Oversight and Accountability; Appropriations Subcommittee on Agriculture, Environment, and General Government; Appropriations

Compare

HB 0053 Communicable and Infectious Diseases (Fetterhoff)
09/14/2021 HOUSE Withdrawn prior to introduction

Identical

HB 0117 Communicable and Infectious Diseases (Fetterhoff)
09/29/2021 HOUSE Now in Government Operations Subcommittee

HB 0777 Local Tax Referenda Requirements by Robinson (W)

Local Tax Referenda Requirements: Requires referenda elections related to tourist development taxes, tourist impact taxes, children's services & independent special district property taxes, increases in county & municipal ad valorem tax millages, ninth-cent fuel tax, local option fuel taxes, & certain school

district millage elections to be held on day of general elections. Effective Date: July 1, 2022

Committees of Reference

House Public Integrity & Elections Committee
House Ways & Means Committee
House State Affairs Committee (Current Reference)

Actions

11/30/2021 HOUSE Filed
12/13/2021 HOUSE Referred to Public Integrity & Elections Committee; Ways & Means Committee; State Affairs Committee
12/13/2021 HOUSE Now in Public Integrity & Elections Committee
01/10/2022 HOUSE On Committee agenda - Public Integrity & Elections Committee, 01/12/22, 11:30 am, 404 H
01/12/2022 HOUSE Favorable with CS by Public Integrity & Elections Committee; 18 Yeas, 0 Nays
01/13/2022 HOUSE Committee Substitute Text (C1) Filed
01/14/2022 HOUSE Now in Ways & Means Committee
01/20/2022 HOUSE On Committee agenda - Ways & Means Committee, 01/24/22, 1:00 pm, 404 H
01/24/2022 HOUSE Favorable by Ways & Means Committee; 17 Yeas, 0 Nays
01/24/2022 HOUSE Now in State Affairs Committee

Identical

SB 1194 Local Tax Referenda Requirements (Boyd)
01/27/2022 SENATE Now in Appropriations

HB 0827

District Boundaries by Barnaby

District Boundaries: Prohibits counties, municipalities, & district school boards from taking specified actions when redrawing individual district boundaries; specifies certain existing or future ordinances adopted or enacted by such entities are void; authorizes municipalities to fix district boundaries for certain purposes; specifies frequency of any changes that may be made to such municipal district boundaries. Effective Date: July 1, 2022

Committees of Reference

House Public Integrity & Elections Committee (Current Reference)
House Local Administration & Veterans Affairs Subcommittee
House State Affairs Committee

Actions

12/02/2021 HOUSE Filed
12/16/2021 HOUSE Referred to Public Integrity & Elections Committee; Local Administration & Veterans Affairs Subcommittee; State Affairs Committee
12/16/2021 HOUSE Now in Public Integrity & Elections Committee

Similar

SB 1142 Local Districting (Hutson)
01/05/2022 SENATE Referred to Ethics and Elections; Community Affairs; Rules

HB 0851

School Concurrency by McClain

School Concurrency: Revises provisions specifying when school concurrency is satisfied; specifies proportionate-share mitigation may be set aside & not spent if improvement has not been identified. Effective Date: July 1, 2022

Committees of Reference

House Local Administration & Veterans Affairs Subcommittee
House Education & Employment Committee (Current Reference)
House State Affairs Committee

Actions

12/06/2021 HOUSE Filed
12/16/2021 HOUSE Referred to Local Administration & Veterans Affairs Subcommittee; Education & Employment Committee; State Affairs Committee
12/16/2021 HOUSE Now in Local Administration & Veterans Affairs Subcommittee
01/14/2022 HOUSE On Committee agenda - Local Administration & Veterans Affairs Subcommittee, 01/19/22, 1:00 pm, 404 H - PCS
01/19/2022 HOUSE Favorable with CS by Local Administration & Veterans Affairs Subcommittee; 15 Yeas, 0 Nays
01/19/2022 HOUSE Committee Substitute Text (C1) Filed
01/20/2022 HOUSE Now in Education & Employment Committee

Similar

SB 0706 School Concurrency (Perry)
02/02/2022 SENATE Now in Rules

SB 0886 Municipal Water and Sewer Utility Rates by Jones

Municipal Water and Sewer Utility Rates; Requiring a municipality to charge customers receiving its utility services in another municipality the same rates, fees, and charges as it charges consumers within its municipal boundaries under certain circumstances, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Community Affairs (Current Reference)
Senate Regulated Industries
Senate Rules

Actions

11/09/2021 SENATE Filed
11/30/2021 SENATE Referred to Community Affairs; Regulated Industries; Rules

Identical

HB 0515 Municipal Water and Sewer Utility Rates (Robinson (F))
11/19/2021 HOUSE Now in Tourism, Infrastructure & Energy Subcommittee

HB 0943 Preemption of Local Government Wage Mandates by Harding

Preemption of Local Government Wage Mandates: Prohibits political subdivisions from enacting, maintaining, or enforcing, directly or indirectly, wage mandates in amount greater than state or federal minimum wage rate; specifies that certain wage mandates are void. Effective Date: upon becoming a law

Committees of Reference

House Local Administration & Veterans Affairs Subcommittee
House Regulatory Reform Subcommittee
House State Affairs Committee (Current Reference)

Actions

12/16/2021 HOUSE Filed

01/07/2022	HOUSE Referred to Local Administration & Veterans Affairs Subcommittee; Regulatory Reform Subcommittee; State Affairs Committee
01/07/2022	HOUSE Now in Local Administration & Veterans Affairs Subcommittee
01/21/2022	HOUSE On Committee agenda - Local Administration & Veterans Affairs Subcommittee, 01/25/22, 9:00 am, 404 H
01/25/2022	HOUSE Favorable with CS by Local Administration & Veterans Affairs Subcommittee; 10 Yeas, 7 Nays
01/25/2022	HOUSE Committee Substitute Text (C1) Filed
01/26/2022	HOUSE Now in Regulatory Reform Subcommittee
02/01/2022	HOUSE On Committee agenda - Regulatory Reform Subcommittee, 02/03/22, 2:00 pm, 212 K
02/03/2022	HOUSE Favorable by Regulatory Reform Subcommittee; 11 Yeas, 6 Nays
02/03/2022	HOUSE Now in State Affairs Committee

Identical

SB 1124	Preemption of Local Government Wage Mandates (Gruters) 02/03/2022 SENATE Now in Commerce and Tourism
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SB 0974 Sovereign Immunity by Gruters

Sovereign Immunity; Increasing the statutory limits on liability for tort claims against the state and its agencies and subdivisions; requiring the Department of Financial Services to adjust the limitations on tort liability every 10 years after a specified date and publish the adjustments on its website, etc.
Effective Date: 10/1/2022

Committees of Reference

Senate Judiciary
Senate Community Affairs (Current Reference)
Senate Appropriations

Actions

11/18/2021	SENATE Filed
12/13/2021	SENATE Referred to Judiciary; Community Affairs; Appropriations
01/26/2022	SENATE On Committee agenda - Judiciary, 01/31/22, 3:00 pm, 412 K
01/31/2022	SENATE Favorable with CS by Judiciary; 10 Yeas, 0 Nays
02/02/2022	SENATE Committee Substitute Text (C1) Filed
02/02/2022	SENATE Now in Community Affairs
02/03/2022	SENATE On Committee agenda - Community Affairs, 02/08/22, 3:00 pm, 37 S

Similar

HB 0799	Sovereign Immunity (Beltran) 12/01/2021 HOUSE Withdrawn prior to introduction
HB 0985	Sovereign Immunity (Beltran) 02/01/2022 HOUSE Now in Judiciary Committee

SB 0976 Construction by Perry

Construction; Prohibiting specified governmental entities from requiring participation in a paid subscription service to access solicitations of competitive bids or proposals which must be publicly advertised; requiring that such solicitations be available on the publicly accessible website of the applicable governmental entity after the solicitation has been advertised; prohibiting the local enforcing agency from requiring a substantive change to plans and specifications once they have been found to

be in compliance and a permit is issued, if such change would result in more than a de minimis increase in the overall cost of the project, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Community Affairs (Current Reference)
Senate Governmental Oversight and Accountability
Senate Rules

Actions

11/18/2021 SENATE Filed
12/13/2021 SENATE Referred to Community Affairs; Governmental Oversight and Accountability; Rules

Compare

HB 0635 Building Permits (Maggard)
02/03/2022 HOUSE On Committee agenda - Local Administration & Veterans Affairs Subcommittee, 02/07/22, 1:30 pm, 404 H
SB 1020 Building Plans (Perry)
12/13/2021 SENATE Referred to Community Affairs; Banking and Insurance; Rules

Similar

HB 1281 Building Construction Policies (DiCeglie)
01/12/2022 HOUSE Now in Regulatory Reform Subcommittee

HB 0985

Sovereign Immunity by Beltran

Sovereign Immunity: Revises statutory limits on liability for tort claims against state & its subdivisions; revises requirements to agree to settle claim; prohibits insurance policy from conditioning payment of benefits on enactment of claim bill; specifies limitations in effect on date final judgment is entered apply to that claim; requires DFS to adjust limitations on tort liability; revises timeframe within which agency must make final disposition of claim to prevent claim from being deemed denied; revises exceptions relating to instituting actions on claims against state & to statute of limitations for such claim. Effective Date: July 1, 2022

Committees of Reference

House Civil Justice & Property Rights Subcommittee
House Appropriations Committee
House Judiciary Committee (Current Reference)

Actions

12/20/2021 HOUSE Filed
01/07/2022 HOUSE Referred to Civil Justice & Property Rights Subcommittee; Appropriations Committee; Judiciary Committee
01/07/2022 HOUSE Now in Civil Justice & Property Rights Subcommittee
01/14/2022 HOUSE On Committee agenda - Civil Justice & Property Rights Subcommittee, 01/19/22, 3:30 pm, 404 H
01/19/2022 HOUSE Favorable with CS by Civil Justice & Property Rights Subcommittee; 16 Yeas, 1 Nay
01/20/2022 HOUSE Committee Substitute Text (C1) Filed
01/21/2022 HOUSE Now in Appropriations Committee
01/27/2022 HOUSE On Committee agenda - Appropriations Committee, 01/31/22, 3:00 pm, 212 K
01/31/2022 HOUSE Favorable by Appropriations Committee; 23 Yeas, 1 Nay
02/01/2022 HOUSE Now in Judiciary Committee

Similar

HB 0799	Sovereign Immunity (Beltran) 12/01/2021 HOUSE Withdrawn prior to introduction
SB 0974	Sovereign Immunity (Gruters) 02/03/2022 SENATE On Committee agenda - Community Affairs, 02/08/22, 3:00 pm, 37 S

SB 0992**Death Benefits by Book**

Death Benefits; Requiring the employer of a full-time law enforcement, correctional, or correctional probation officer to extend paid health insurance benefits to the officer's surviving spouse and each of the officer's dependent children if the officer dies in the line of duty as a result of exposure to a pandemic disease that is the subject of a public health emergency; providing retroactive application, etc. Effective Date: Upon becoming a law

Committees of Reference

Senate Governmental Oversight and Accountability (Current Reference)
Senate Banking and Insurance
Senate Appropriations

Actions

11/18/2021	SENATE Filed
12/13/2021	SENATE Referred to Governmental Oversight and Accountability; Banking and Insurance; Appropriations

Identical

HB 0645	Law Enforcement, Correctional, & Correctional Probation Officers' Death Benefits (Gottlieb) 12/13/2021 HOUSE Now in Government Operations Subcommittee
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HB 1019**Saltwater Intrusion Vulnerability Assessments by Duggan**

Saltwater Intrusion Vulnerability Assessments: Requires coastal counties to conduct vulnerability assessments analyzing effects of saltwater intrusion on water supplies & preparedness to respond to threats & provide copies to DEP & water management districts; requires water management districts to submit certain projects to DEP; requires DEP to update comprehensive statewide flood vulnerability & sea level rise data, make certain information available online, & provide cost-share funding to coastal counties. Effective Date: upon becoming a law

Committees of Reference

House Environment, Agriculture & Flooding Subcommittee (Current Reference)
House Agriculture & Natural Resources Appropriations Subcommittee
House State Affairs Committee

Actions

12/27/2021	HOUSE Filed
01/07/2022	HOUSE Referred to Environment, Agriculture & Flooding Subcommittee; Agriculture & Natural Resources Appropriations Subcommittee; State Affairs Committee
01/07/2022	HOUSE Now in Environment, Agriculture & Flooding Subcommittee

Compare

SB 1940	Statewide Flooding and Sea Level Rise Resilience (Brodeur) 02/02/2022 SENATE Now in Appropriations Subcommittee on Agriculture, Environment, and General Government
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Similar

SB 1238 Saltwater Intrusion Vulnerability Assessments (Polsky)
02/02/2022 SENATE Now in Governmental Oversight and Accountability

SB 1020 Building Plans by Perry

Building Plans; Specifying that local building code administrators and certain marshals and inspectors do not have discretionary authority to change certain building plans under specified circumstances, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Community Affairs (Current Reference)
Senate Banking and Insurance
Senate Rules

Actions

11/22/2021 SENATE Filed
12/13/2021 SENATE Referred to Community Affairs; Banking and Insurance; Rules

Compare

HB 0635 Building Permits (Maggard)
02/03/2022 HOUSE On Committee agenda - Local Administration & Veterans Affairs Subcommittee, 02/07/22, 1:30 pm, 404 H
SB 0976 Construction (Perry)
12/13/2021 SENATE Referred to Community Affairs; Governmental Oversight and Accountability; Rules
HB 1281 Building Construction Policies (DiCeglie)
01/12/2022 HOUSE Now in Regulatory Reform Subcommittee

SB 1142 Local Districting by Hutson

Local Districting; Prohibiting the drawing of county districts to favor or disfavor an incumbent county commissioner; prohibiting the consideration of the addresses of certain persons during the district-drawing process; requiring municipalities to fix the boundaries of their districts in a certain manner; prohibiting the drawing of municipal districts to favor or disfavor an incumbent member of the municipality's governing body; prohibiting the drawing of member residence areas of district school boards to favor or disfavor an incumbent district school board member, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Ethics and Elections (Current Reference)
Senate Community Affairs
Senate Rules

Actions

12/02/2021 SENATE Filed
01/05/2022 SENATE Referred to Ethics and Elections; Community Affairs; Rules

Similar

HB 0827 District Boundaries (Barnaby)
12/16/2021 HOUSE Now in Public Integrity & Elections Committee

SB 1144 Advanced Life Support Nontransport Services and Medical Countermeasures by Brodeur

Advanced Life Support Nontransport Services and Medical Countermeasures; Exempting certain governmental entities from the requirement to obtain a certificate of public convenience and necessity for a license to provide advanced life support nontransport services; prohibiting counties from limiting, prohibiting, or preventing such entities from providing advanced life support nontransport services;

providing that a medical director is liable for any act or omission of a paramedic under his or her supervision who administers medical countermeasures in a nonemergency environment; providing for a State Emergency Medical Services Medical Director appointed by the State Surgeon General, etc. Effective Date: Upon becoming a law

Committees of Reference

Senate Health Policy
Senate Community Affairs (Current Reference)
Senate Appropriations

Actions

12/02/2021 SENATE Filed
01/05/2022 SENATE Referred to Health Policy; Community Affairs; Appropriations
01/28/2022 SENATE On Committee agenda - Health Policy, 02/02/22, 11:00 am, 412 K
02/02/2022 SENATE Favorable with CS by Health Policy; 10 Yeas, 0 Nays
02/02/2022 SENATE Committee Substitute Text (C1) Filed
02/03/2022 SENATE Now in Community Affairs

Identical

HB 1321 Advanced Life Support Nontransport Services and Medical Countermeasures (Melo)
01/14/2022 HOUSE Now in Professions & Public Health Subcommittee

SB 1194 Local Tax Referenda Requirements by Boyd

Local Tax Referenda Requirements; Requiring referenda elections related to tourist development taxes, tourist impact taxes, and children's services and independent special district property taxes to be held on the day of a general election; requiring referenda elections related to increases in county and municipal ad valorem tax millages to be held on the day of a general election; requiring referenda elections related to local option fuel taxes to be held on the day of a general election, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Community Affairs
Senate Finance and Tax
Senate Appropriations (Current Reference)

Actions

12/08/2021 SENATE Filed
01/05/2022 SENATE Referred to Community Affairs; Finance and Tax; Appropriations
01/13/2022 SENATE On Committee agenda - Community Affairs, 01/18/22, 3:30 pm, 37 S
01/18/2022 SENATE Favorable with CS by Community Affairs; 7 Yeas, 0 Nays
01/20/2022 SENATE Committee Substitute Text (C1) Filed
01/20/2022 SENATE Now in Finance and Tax
01/24/2022 SENATE On Committee agenda - Finance and Tax, 01/27/22, 9:00 am, 110 S
01/27/2022 SENATE Favorable by Finance and Tax; 8 Yeas, 0 Nays
01/27/2022 SENATE Now in Appropriations

Identical

HB 0777 Local Tax Referenda Requirements (Robinson (W))
01/24/2022 HOUSE Now in State Affairs Committee

SB 1238 Saltwater Intrusion Vulnerability Assessments by Polsky

Saltwater Intrusion Vulnerability Assessments; Authorizing the Department of Environmental Protection to provide grants for saltwater intrusion vulnerability assessments; requiring the department to update the comprehensive statewide flood vulnerability and sea level rise data set and make certain information received from the saltwater intrusion vulnerability assessments available on its website; requiring the department to provide cost-share funding up to a specified amount for awarded grants, etc. Effective Date: Upon becoming a law

Committees of Reference

Senate Environment and Natural Resources
Senate Governmental Oversight and Accountability (Current Reference)
Senate Appropriations

Actions

12/13/2021 SENATE Filed
01/05/2022 SENATE Referred to Environment and Natural Resources; Governmental Oversight and Accountability; Appropriations
01/26/2022 SENATE On Committee agenda - Environment and Natural Resources, 01/31/22, 3:00 pm, 37 S
01/31/2022 SENATE Favorable with CS by Environment and Natural Resources; 6 Yeas, 0 Nays
02/01/2022 SENATE Committee Substitute Text (C1) Filed
02/02/2022 SENATE Now in Governmental Oversight and Accountability

Compare

SB 1940 Statewide Flooding and Sea Level Rise Resilience (Brodeur)
02/02/2022 SENATE Now in Appropriations Subcommittee on Agriculture, Environment, and General Government

Similar

HB 1019 Saltwater Intrusion Vulnerability Assessments (Duggan)
01/07/2022 HOUSE Now in Environment, Agriculture & Flooding Subcommittee

SB 1248 Local Government Land Development Actions by Gruters

Local Government Land Development Actions; Specifying the authority of a county or municipality, respectively, to make additional comments on an application for approval of a development permit or development order; requiring local governments to adopt residential infill development standards by a specified date; specifying guidelines local governments must use in developing residential infill development standards; prohibiting a local government from approving applications with many deficiencies; requiring local governments to amend their development regulations and comprehensive plans to incorporate residential infill developments as a zoning classification and incorporate them as an appropriate land use classification, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Community Affairs (Current Reference)
Senate Environment and Natural Resources
Senate Rules

Actions

12/14/2021 SENATE Filed
01/05/2022 SENATE Referred to Community Affairs; Environment and Natural Resources; Rules

Similar

HB 0739 Local Government Land Development Actions (Borrero)
02/03/2022 HOUSE On Committee agenda - Local Administration & Veterans Affairs Subcommittee, 02/07/22, 1:30 pm, 404 H

HB 1265**Local Regulation of Vessels by Caruso**

Local Regulation of Vessels: Authorizes local governments to regulate the anchoring of certain vessels.
Effective Date: July 1, 2022

Committees of Reference

House Environment, Agriculture & Flooding Subcommittee (Current Reference)

House Local Administration & Veterans Affairs Subcommittee

House State Affairs Committee

Actions

01/06/2022 HOUSE Filed

01/12/2022 HOUSE Referred to Environment, Agriculture & Flooding Subcommittee; Local Administration & Veterans Affairs Subcommittee; State Affairs Committee

01/12/2022 HOUSE Now in Environment, Agriculture & Flooding Subcommittee

HB 1281**Building Construction Policies by DiCeglie**

Building Construction Policies: Prohibits state, county, municipality, or another political subdivision from requiring participation in paid subscription service to access details of certain solicitations of competitive bids or proposals for construction projects; prohibits local enforcing agency from making or requiring substantive change to certain plans & specifications; provides exception. Effective Date: July 1, 2022

Committees of Reference

House Regulatory Reform Subcommittee (Current Reference)

House State Affairs Committee

House Commerce Committee

Actions

01/07/2022 HOUSE Filed

01/12/2022 HOUSE Referred to Regulatory Reform Subcommittee; State Affairs Committee; Commerce Committee

01/12/2022 HOUSE Now in Regulatory Reform Subcommittee

Compare

HB 0635 Building Permits (Maggard)

02/03/2022 HOUSE On Committee agenda - Local Administration & Veterans Affairs Subcommittee, 02/07/22, 1:30 pm, 404 H

SB 1020 Building Plans (Perry)

12/13/2021 SENATE Referred to Community Affairs; Banking and Insurance; Rules

Similar

SB 0976 Construction (Perry)

12/13/2021 SENATE Referred to Community Affairs; Governmental Oversight and Accountability; Rules

HB 1321**Advanced Life Support Nontransport Services and Medical Countermeasures by Melo**

Advanced Life Support Nontransport Services and Medical Countermeasures: Exempts governmental entities from certificate of public convenience & necessity requirement under specified conditions; provides medical directors who use paramedics to administer medical countermeasures are liable under certain circumstances; provides for State Emergency Medical Services Medical Director; authorizes paramedics to administer medical countermeasures; authorizes independent special fire control districts to allow paramedics & emergency medical technicians to perform certain activities & services. Effective Date: upon becoming a law

Committees of Reference

House Professions & Public Health Subcommittee (Current Reference)
House Local Administration & Veterans Affairs Subcommittee
House Health Care Appropriations Subcommittee
House Health & Human Services Committee

Actions

01/07/2022 HOUSE Filed
01/14/2022 HOUSE Referred to Professions & Public Health Subcommittee; Local Administration & Veterans Affairs Subcommittee; Health Care Appropriations Subcommittee; Health & Human Services Committee
01/14/2022 HOUSE Now in Professions & Public Health Subcommittee

Identical

SB 1144 Advanced Life Support Nontransport Services and Medical Countermeasures (Brodeur)
02/03/2022 SENATE Now in Community Affairs

HB 1547

Personal Information Protection by Overdorf

Personal Information Protection: Prohibits public agencies from requesting, requiring, & publicly disclosing personal information; provides for civil action & award of damages; provides penalties.
Effective Date: July 1, 2022

Committees of Reference

House Civil Justice & Property Rights Subcommittee (Current Reference)
House State Affairs Committee
House Judiciary Committee

Actions

01/11/2022 HOUSE Filed
01/16/2022 HOUSE Referred to Civil Justice & Property Rights Subcommittee; State Affairs Committee; Judiciary Committee
01/16/2022 HOUSE Now in Civil Justice & Property Rights Subcommittee

Similar

SB 1848 Personal Information Protection (Gruters)
01/12/2022 SENATE Referred to Governmental Oversight and Accountability; Community Affairs; Rules

HB 1555

Private Property Rights to Prune, Trim, and Remove Trees by McClain

Private Property Rights to Prune, Trim, and Remove Trees: Prohibits local governments from requiring notice, application, approval, permit, fee, or mitigation for pruning, trimming, or removal of tree on residential property if property owner possesses certain documentation; provides that tree poses unacceptable risk if removal is only means of practically mitigating its risk below moderate as determined by specified procedures. Effective Date: July 1, 2022

Committees of Reference

House Civil Justice & Property Rights Subcommittee
House Local Administration & Veterans Affairs Subcommittee (Current Reference)
House Judiciary Committee

Actions

01/11/2022 HOUSE Filed
01/16/2022 HOUSE Referred to Civil Justice & Property Rights Subcommittee; Local Administration & Veterans Affairs Subcommittee; Judiciary Committee

01/16/2022 HOUSE Now in Civil Justice & Property Rights Subcommittee

01/25/2022 HOUSE On Committee agenda - Civil Justice & Property Rights Subcommittee, 01/27/22, 8:00 am, 404 H

01/27/2022 HOUSE Favorable by Civil Justice & Property Rights Subcommittee; 18 Yeas, 0 Nays

01/27/2022 HOUSE Now in Local Administration & Veterans Affairs Subcommittee

02/03/2022 HOUSE On Committee agenda - Local Administration & Veterans Affairs Subcommittee, 02/07/22, 1:30 pm, 404 H

Identical

SB 0518 Private Property Rights to Prune, Trim, and Remove Trees (Brodeur)
01/20/2022 SENATE Now in Governmental Oversight and Accountability

SB 1670

Cybersecurity by Hutson

Cybersecurity; Requiring specified entities to report certain computer attacks to the State Watch Office within the Division of Emergency Management; requiring local governments to adopt certain cybersecurity standards by a specified date; requiring the Florida Digital Service and the Florida Cybersecurity Advisory Council to develop training requirements and conduct training at certain intervals; prohibiting specified offenses concerning ransomware; providing criminal penalties; providing for disposition of fines for such offenses, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Military and Veterans Affairs, Space, and Domestic Security (Current Reference)
Senate Appropriations Subcommittee on Agriculture, Environment, and General Government
Senate Appropriations

Actions

01/06/2022 SENATE Filed

01/12/2022 SENATE Referred to Military and Veterans Affairs, Space, and Domestic Security; Appropriations Subcommittee on Agriculture, Environment, and General Government; Appropriations

02/03/2022 SENATE On Committee agenda - Military and Veterans Affairs, Space, and Domestic Security, 02/08/22, 12:30 pm, 37 S

Compare

HB 7055 Cybersecurity (State Administration & Technology Appropriations Subcommittee)
02/03/2022 HOUSE Filed

Linked

SB 1694 Public Records/Criminal Intelligence Information or Criminal Investigative Information (Hutson)
02/03/2022 SENATE On Committee agenda - Military and Veterans Affairs, Space, and Domestic Security, 02/08/22, 12:30 pm, 37 S

SB 1848

Personal Information Protection by Gruters

Personal Information Protection; Citing this act as the "Personal Privacy Protection Act"; prohibiting a public agency from requiring, publicly disclosing, or requesting specified personal information; providing construction and applicability; providing for the right of civil action and award of damages; providing penalties, etc. Effective Date: 7/1/2022

Committees of Reference

Senate Governmental Oversight and Accountability (Current Reference)
Senate Community Affairs
Senate Rules

Actions

01/07/2022 SENATE Filed

01/12/2022 SENATE Referred to Governmental Oversight and Accountability; Community Affairs; Rules

Similar

HB 1547 Personal Information Protection (Overdorf)

01/16/2022 HOUSE Now in Civil Justice & Property Rights Subcommittee

HB 2271**Ormond Beach Reclaimed Water Transmission Line by Leek**

Ormond Beach Reclaimed Water Transmission Line: Provides an appropriation for the Ormond Beach Reclaimed Water Transmission Line. Effective Date: July 1, 2022

Committees of Reference

House Agriculture & Natural Resources Appropriations Subcommittee

House Appropriations Committee (Current Reference)

Actions

10/20/2021 HOUSE Filed

10/21/2021 HOUSE Referred to Agriculture & Natural Resources Appropriations Subcommittee; Appropriations Committee

10/21/2021 HOUSE Now in Agriculture & Natural Resources Appropriations Subcommittee

11/23/2021 HOUSE On Committee agenda - Agriculture & Natural Resources Appropriations Subcommittee, 12/01/21, 1:30 pm, 17 H

12/01/2021 HOUSE Favorable by Agriculture & Natural Resources Appropriations Subcommittee; 12 Yeas, 0 Nays

12/01/2021 HOUSE Now in Appropriations Committee

HB 2273**Ormond Beach Reclaimed Water Storage Tank by Leek**

Ormond Beach Reclaimed Water Storage Tank: Provides an appropriation for the Ormond Beach Reclaimed Water Storage Tank. Effective Date: July 1, 2022

Committees of Reference

House Agriculture & Natural Resources Appropriations Subcommittee

House Appropriations Committee (Current Reference)

Actions

10/20/2021 HOUSE Filed

10/21/2021 HOUSE Referred to Agriculture & Natural Resources Appropriations Subcommittee; Appropriations Committee

10/21/2021 HOUSE Now in Agriculture & Natural Resources Appropriations Subcommittee

11/23/2021 HOUSE On Committee agenda - Agriculture & Natural Resources Appropriations Subcommittee, 12/01/21, 1:30 pm, 17 H

12/01/2021 HOUSE Favorable by Agriculture & Natural Resources Appropriations Subcommittee; 12 Yeas, 0 Nays

12/01/2021 HOUSE Now in Appropriations Committee

HB 2275**Ormond Beach Ultraviolet Disinfection Conversion by Leek**

Ormond Beach Ultraviolet Disinfection Conversion: Provides an appropriation for the Ormond Beach Ultraviolet Disinfection Conversion. Effective Date: July 1, 2022

Committees of Reference

House Agriculture & Natural Resources Appropriations Subcommittee
House Appropriations Committee (Current Reference)

Actions

10/20/2021	HOUSE Filed
10/21/2021	HOUSE Referred to Agriculture & Natural Resources Appropriations Subcommittee; Appropriations Committee
10/21/2021	HOUSE Now in Agriculture & Natural Resources Appropriations Subcommittee
01/11/2022	HOUSE On Committee agenda - Agriculture & Natural Resources Appropriations Subcommittee, 01/13/22, 9:00 am, 17 H
01/13/2022	HOUSE Favorable by Agriculture & Natural Resources Appropriations Subcommittee; 14 Yeas, 0 Nays
01/13/2022	HOUSE Now in Appropriations Committee

HB 2277 Ormond Beach Septic Tank Conversion by Leek

Ormond Beach Septic Tank Conversion: Provides an appropriation for the Ormond Beach Septic Tank Conversion. Effective Date: July 1, 2022

Committees of Reference

House Agriculture & Natural Resources Appropriations Subcommittee
House Appropriations Committee (Current Reference)

Actions

10/20/2021	HOUSE Filed
10/21/2021	HOUSE Referred to Agriculture & Natural Resources Appropriations Subcommittee; Appropriations Committee
10/21/2021	HOUSE Now in Agriculture & Natural Resources Appropriations Subcommittee
11/23/2021	HOUSE On Committee agenda - Agriculture & Natural Resources Appropriations Subcommittee, 12/01/21, 1:30 pm, 17 H
12/01/2021	HOUSE Favorable by Agriculture & Natural Resources Appropriations Subcommittee; 12 Yeas, 0 Nays
12/01/2021	HOUSE Now in Appropriations Committee

HB 2283 Ormond Beach Wellfield Expansion by Leek

Ormond Beach Wellfield Expansion: Provides an appropriation for the Ormond Beach Wellfield Expansion. Effective Date: July 1, 2022

Committees of Reference

House Agriculture & Natural Resources Appropriations Subcommittee
House Appropriations Committee (Current Reference)

Actions

10/20/2021	HOUSE Filed
10/21/2021	HOUSE Referred to Agriculture & Natural Resources Appropriations Subcommittee; Appropriations Committee
10/21/2021	HOUSE Now in Agriculture & Natural Resources Appropriations Subcommittee
01/11/2022	HOUSE On Committee agenda - Agriculture & Natural Resources Appropriations Subcommittee, 01/13/22, 9:00 am, 17 H
01/13/2022	HOUSE Favorable by Agriculture & Natural Resources Appropriations Subcommittee; 14 Yeas, 0 Nays
01/13/2022	HOUSE Now in Appropriations Committee

Seminole County Public Schools Session - Week 4

Superintendent Beamon, Chair Kraus, Vice Chair Garick and Board Members Davis, Dehlinger and Sanchez,

The legislature worked on a parallel track this week to proceed with initial budget proposals and maintain a hectic schedule of substantive committee meetings. A flurry of bills, 381 to be exact, spanning the policy gamut moved through the legislative process--healthcare, transportation, education, legal affairs, environment and more--as bill sponsors and advocates push to ensure their proposals are considered before legislative committees cease meeting. On the budget front, the House and Senate released their proposed budgets after weeks of closely reviewing and analyzing current government spending. Additionally, Speaker Danny Perez presented a bold plan to reduce the state sales tax by .75%, the largest tax decrease in state history. In his comments accompanying this [proposal](#), the Speaker candidly assessed the state government's size and growth and the need for systemic change. This proposal will directly impact the next few weeks of the legislative session as budget negotiations between the House and Senate officially commence.

Regarding our budget project, we have some initial investment in the Senate budget, a huge thank you to Sen. Brodeur for continuing to be an SCPS advocate! The larger concern in the budget process is the 50% cut of add on bonus funding in the AP, IB, and CTE space. Thank you to Dr. Gard-Harold for moving quickly on talk points and an impact briefing that we have been able to share with legislators, staff and other district allies. Session isn't halfway done, so more to come on these priority issues!

Good news on the priority start time flexibility bill: it passed the Senate 38-0 and will be headed to the House. The bills match up so the outlook is not only favorable, but early!

Here are the rest of the updates from Legislative hearings.

-Alli

Legislative Branch Update

Senate Appropriations Committee on PreK-12

On Monday, Chair Burgess and his committee passed the following bills:

- [SB 1470 School Safety](#) (Burgess): the bill strengthens school safety measures, enhances behavioral threat management protocols, expands oversight of school security personnel, and clarifies campus security requirements. Specifically, the bill:
 - Aligns the training and certification requirements for school security guards with those for school guardians and requires that all security guards be trained and approved by a sheriff.
 - Expands participation in the school security guard program to private schools, ensuring they meet the same training and screening requirements as public schools.
 - Enhances reporting requirements for school security guards and safe-school officers, requiring employment and disciplinary actions to be reported to the Florida Department of Law Enforcement (FDLE).

- Mandates that security guards submit the results of the required psychological evaluation to the sheriff for review.
- Requires the Office of Safe Schools (OSS) to create and maintain a list of security exceptions for situations where schools cannot safely or reasonably comply with locked campus requirements.
- Clarifies that locked campus requirements apply only during school supervision hours, rather than whenever students are present.
- Expands the use of firearm detection canines by authorizing school districts, in addition to law enforcement agencies, to employ them for school security.
- Establishes a formal partnership between OSS and the Florida Association of School Safety Specialists (FS3) to develop training and certification programs for school safety personnel.
- [SB 1472 Public Records: School Security Guards](#) (Burgess): this is the companion public records bill.
- [SB 1618 PreK-12 Education](#) (Calatayud): this “train” bill makes changes to the PreK-12 system:
 - For the Florida Voluntary Prekindergarten (VPK) Program, the bill:
 - Removes the 70 percent cap on the hours authorized to be reported for funding prior to withdrawing from a VPK program for good cause and reenrolling in another VPK program.
 - Repeals the Council for Early Grades Success.
 - Removes authorization for the Department of Education (DOE) to recommend to the State Board of Education (SBE) that a provider be permitted to maintain its Gold Seal Quality Care status in certain circumstances.
 - For state academic standards and required instruction, the bill:
 - Requires the state academic standards documents to contain only standards and benchmarks.
 - Requires the DOE, in consultation with the Department of Agriculture and Consumer Services and the University of Florida Institute of Food and Agricultural Sciences, to revise the state agricultural standards.
 - For reading, the bill:
 - Specifies requirements for personnel who provide intensive reading interventions and requires reading interventions to incorporate evidence-based strategies identified by Just Read, Florida!
 - Requires that districts provide a description of how the district prioritizes the assignment of highly effective teachers to kindergarten to grade two.
 - Authorizes the use of unpaid or paid hours that a high school student devotes to tutoring in the Reading Achievement Initiative for Scholastic Excellence can count toward meeting community service requirements for high school graduation and the Florida Bright Futures Scholarship Program.
 - For instructional personnel, the bill:
 - Authorizes the use of a valid certificate issued by the American Board for Certification of Teacher Excellence (ABCTE) as a direct pathway to a professional certificate.

- Authorizes lab schools and charter school consortia who meet certain criteria to the entities eligible to submit to the DOE a nominee for the Teacher of the Year award.
- Additionally, the bill:
 - Revises the definition and requirements for emergency opioid antagonists.
 - Specifies that school board policy on corporal punishment must include parent permission.
 - Prohibits public schools, charter schools, school districts, charter school administrators, or direct-support organizations from using funds on certain items.
 - Repeals the Florida School for Competitive Academics.
 - Removes the Commissioner of Education's authority to determine if schools have maximized their efforts to include minority persons and persons of lower socioeconomic status on their school advisory councils.
 - Adds requirements relating to the costs of postsecondary education to the one-half credit of financial literacy credit required for high school graduation.
 - Authorizes the SBE to join or establish a national consortium to develop advanced courses.
 - Specifies only certain instructional personnel can qualify for bonuses under the School Recognition award.
 - Clarifies that an owner or operator of a private scholarship school is subject to state screening requirements for employment in positions that may require direct contact with students.
 - Clarifies that general background screening exemptions do not apply to public school and private scholarship school employees in positions that may require direct contact with a student.
- [SB 1058 Gulf of America](#) (Gruters): the bill directs state agencies, district school boards, and charter school governing boards to update, change, or create materials to rename the "Gulf of Mexico" to the "Gulf of America." Each state agency must update its "geographic materials." Instructional materials and additions to library media center collections acquired or adopted by a district school board or charter school on or after July 1, 2025, must reflect the renaming.

Senate Appropriations Committee on Transportation, Tourism and Economic Development

On Monday, Chair DiCeglie and his committee met and passed the following bill related to education:

- [SB 994 Driver License Education Requirements](#) (Collins): the bill provides that each applicant for a driver license who is 18 years of age or older must complete an approved traffic law and substance abuse education course. The bill also provides that each applicant for learner's driver license must satisfactorily complete a driver education course approved by the Department of Highway Safety and Motor Vehicles which meets or exceeds the Department of Education Driver Education/Traffic Safety-Classroom #1900300 current course description.

House Health & Human Services Committee

On Monday, Chair Tomkow and her committee passed the following bills related to education:

- [HB 355 Emergency Opioid Antagonists in Public K-12 Schools](#) (J. Alvarez): the bill removes the statutory reference to naloxone, and authorizes public schools to purchase a supply of any FDA-approved emergency opioid antagonist, not only naloxone, for use in the event a student has an opioid overdose. This will allow public schools to purchase naloxone as well as other available FDA-approved emergency antagonists.
- [HB 431 Background Screening of Athletic Coaches](#) (Trabulsi): Beginning January 1, 2025, current law requires independent sanctioning authorities to conduct Level 2 background screening on all current and prospective youth athletic team coaches and prohibits independent sanctioning authorities from authorizing any person who has committed a disqualifying offense to work as an athletic coach, unless that person qualifies for an exemption. HB 431 extends the implementation of this Level 2 background screening requirement from January 1, 2025 to July 1, 2026. This allows independent sanctioning authorities to continue operations without being required to conduct Level 2 background screenings of each current and prospective athletic coach as a condition of employment until July 1, 2026.

Senate Appropriations Committee on Higher Ed

On Monday, Chair Harrell and her committee met and passed the following bills:

- [SB 114 Insurance Research](#) (Trumbull): the bill creates the Florida Center for Excellence in Insurance and Risk Management (the Center) at the Florida State University College of Business, Department of Risk Management.
- [SB 1624 Higher Education](#) (Calatayud): the bill modifies provisions related to higher education, workforce development, and regulation which focuses on tuition and fee policies, educational programs, workforce training, and institutional operations.
 - Tuition and fees, the bill:
 - Requires state universities to establish a market rate out-of-state-fee for “nonresident online students.”
 - Shifts a Florida College System institution allocation of financial aid fees to assist underrepresented students instead of targeted gender or ethnic minorities.
 - Provides tuition and fee waivers for active Florida State Guard members.
 - Repeals the out-of-state fee waiver for nonresident students with a Florida resident grandparent.
 - The Office of Ocean Economy at Florida Atlantic University, the bill expands office duties to include collaboration with career centers and the College of the Florida Keys and with education and industry to strengthen Florida’s maritime industry, and requires a catalog of ocean economy programs, credentialing opportunities, and training providers.
 - The Graduation Alternative to Traditional Education (GATE) Program, the bill authorizes partnerships with online providers, modifies the age limit, removes a simultaneous enrollment requirement for secondary and career education, and expands uses of the GATE Startup Fund to support marketing and outreach efforts.
 - Higher education governance and institutional changes, the bill:
 - Renames Hillsborough Community College to Hillsborough State College.
 - Removes the Board of Governors requirement to provide electronic access to degree job placement and earnings rankings.

- Expands preeminent state research university eligibility by adding the Classical Learning Test (CLT) as an alternative to the SAT and ACT.
- Eliminates reporting requirements on student open access resources and the performance of the annual host entity.

Senate Commerce and Tourism

On Tuesday, Chair Leek and his committee met and passed the following bills related to children/education:

- [SB 868 Social Media Use by Minors](#) (Ingoglia): the bill requires social media platforms to disable end-to-end encryption or other data encryption features that restrict the accessibility of messages so that a minor's parent or legal guardian may view all messages and law enforcement may view messages relevant to a felony criminal investigation involving minors.
- [SB 1438 Online Access to Materials Harmful to Minors](#) (Grall): the bill enhances online protections for minors, and establishes requirements for developers and manufacturers of applications and devices. Developers are required to assess whether their applications are likely to be accessed by minors, and manufacturers must implement age verification measures upon the activation of devices. The bill also requires developers to provide features for parental management of a minor's usage of applications and devices.
 - The bill amends s. 501.1737, F.S., to require commercial entities to use digital age verification methods to verify that a user accessing harmful materials is 18 years or older. "Digital age verification" means either anonymous age verification, standard age verification, or device-based age verification.
 - The bill creates a framework for device-based age verification, which requires that covered manufacturers take reasonable steps to determine user age and obtain parental consent for users under 16, and requires a website, application, or online service to block access for minors under 18 years of age. Additionally, the bill requires a website, application, or online service to provide disclaimers before displaying known material harmful to minors.
 - This bill was temporarily postponed.

House Careers and Workforce Subcommittee

On Tuesday, Chair Jaques and his committee met and passed the following bills:

- [HB 875 Educator Preparation](#) (Rizo): the bill begins the process of aligning the core principles, standards, and content of Florida's different types of teacher preparation programs.
 - The bill requires the State Board of Education (SBE) to adopt a rule establishing the uniform core curricula for all teacher preparation programs, including two mandatory courses.
 - The bill creates the competency-based Coaching for Educator Readiness and Teaching (CERT) Program.
 - The bill repeals the Professional Learning Certification Programs and Professional Education Competency Programs following implementation of the CERT program.
 - The bill standardizes the requirements for teacher mentors and clinical educators and requires the Department of Education to develop criteria for clinical educator training.

- The bill authorizes waiver of specified educator certification requirements based on participation in teacher preparation programs using the new uniform core curricula.
 - The bill establishes, subject to appropriation, The Florida Institute of Teaching Excellence, housed at Miami-Dade College.
 - The bill establishes minimum qualifications for part-time, nondegreed teachers of fine and performing arts.
 - The bill requires that professional learning activities be linked to student learning and provide professional growth for instructional and administrative staff.
- [HB 541 Minimum Wage Requirements](#) (Chamberlin): the PCS amends the Act to provide specific exemptions from state minimum wage requirements for certain employees. The PCS provides that employers are not required to pay the state minimum wage to employees in a structured work-study, internship, preapprenticeship, or other similar work-based learning opportunity, provided such employees choose to opt out of receiving the state minimum wage. However, such employees must be paid at or above the federal minimum wage. The PCS requires such opt out be voluntary and prohibits an employer from coercing an employee to opt out or conditioning an offer of employment on the employee opting out. Under the PCS, the written waiver voluntarily signed by the employee must state that the employee acknowledges his or her right to the state minimum wage pursuant to the State Constitution and that the employee is knowingly and voluntarily choosing to receive a lesser amount for his or her work-based learning opportunity. The PCS specifies that an employee's waiver to opt out of the state minimum wage is only valid for 12 months after the date his or her employment with the employer begins. Thereafter, the PCS requires the employee be paid at or above the state minimum wage regardless of his or her position or job title with the employer.
- [HB 681 Apprenticeship and Preapprenticeship Program Funding](#) (Melo): the bill seeks to provide consistency and transparency in the administration of apprenticeship and preapprenticeship programs for both Local Education Agencies (LEA) and their registered apprenticeship and preapprenticeship (RA) partners. The bill requires the Department of Education (DOE) uniform minimum standards and policies governing apprenticeship and preapprenticeship to address open negotiations between LEAs and their RA partners as well as funding transparency. The bill amends the deadline for the DOE annual apprenticeship report and requires the report to include additional information regarding program partner responsibilities and costs. The bill requires the DOE to develop a standard model contract for use by LEAs and their RA partners. Finally, the bill requires the DOE to create, by July 1, 2026, an apprenticeship funding transparency tool showing historical funding amounts provided for apprenticeship programs at school districts and Florida College System institutions. The bill requires that the District Workforce Education Funding Steering Committee (Steering Committee) hold public meetings, and publish all related work papers, when conducting meetings for the purpose of taking actions or recommending the workload for a funding model to the DOE. The bill requires the DOE to provide the funding model to the Legislature no less than 2 months prior to the start of the regular session of the Legislature.
- [HB 1105 Education](#) (Kincart Jonsson): the bill requires the Department of Education to develop multiple, additional equivalent, applied, or integrated courses that allow students to earn credit in both the career education course and courses required for high school graduation.

- The bill revises the requirements for the Career and Technical Education graduation pathway to align with the requirements for the Florida Gold Seal Vocational Scholars award.
- The bill requires that information regarding work-related internships be included in counseling materials and presented with courses required for graduation.
- The bill amends requirements for a Florida Career and Professional Education Act strategic plan.
- The bill requires dual enrollment agreements between career centers and high schools, as well as district superintendents and public postsecondary institution presidents, to address scheduling changes that will increase access and student participation.
- The bill also requires dual enrollment agreements between career centers and high schools to include how students will be notified of transportation options.
- The bill expands the eligibility criteria for the Bright Futures Scholarship Program to include a student who graduated from a non-Florida school if the parent retired from military service assignment away from Florida within 12 months prior to the student's graduation.
- The bill also expands eligibility for the Florida Academic Scholar award requirements to include the Advanced Placement Capstone designation with eligible diploma options.
- Finally, the bill increases eligibility and amends volunteer hour requirements for the Florida Gold Seal Vocational Scholars award and the Florida Gold Seal Cape Scholars award and updates statutory language relating to the Florida Bright Futures Scholarship Program.

House Information Technology Budget & Policy Subcommittee

On Tuesday, Chair Snyder and his committee met and passed the following bill related to education:

- [HB 1183 Cybersecurity Incident Liability](#) (Giallombardo): The bill provides liability protection for local governments (i.e., counties and municipalities) and private entities in connection with cybersecurity incidents. Local governments are shielded from liability from all lawsuits related to a cybersecurity incident if they adopt recognized cybersecurity standards or frameworks, maintain disaster recovery plans, and use multi-factor authentication. They may also be shielded by participating in the Local Government Cybersecurity Grant Program and sharing telemetry data with the state's Cybersecurity Operations Center. The bill shields business entities and third-party agents from liability in class action lawsuits related to cybersecurity incidents if they comply with Florida's data breach notification laws, adopt recognized cybersecurity standards or frameworks, maintain disaster recovery plans, and use multi-factor authentication. Additionally, entities regulated under federal or state law may qualify by demonstrating substantial compliance with applicable cybersecurity requirements.

Senate Agriculture

On Tuesday, Chair Truenow and his committee met and passed the following bill related to education:

- [SB 1826 Ultra-Processed Food](#) (Martin): the bill provides legislative findings related to public health, ultra processed foods, meal or snack programs offered to students, and the United States Department of Agriculture's (USDA) 2020-2025 Dietary Guidelines. The bill permits that if the USDA issues revised federal dietary guidelines on or after January 1, 2025, the Florida

Department of Agriculture and Consumer Services (department) may not require school cafeteria personnel to adhere to current guidelines but must encourage school districts to provide meals composed of whole foods, free of the harmful ingredients provided in the bill. The bill provides the definition of ultra-processed food and a list of specific ingredients they may contain.

- This bill was temporarily postponed in committee.

Senate Community Affairs

On Tuesday, Chair McClain and his committee met and passed the following bill related to education:

- [SB 100 Display of Flags by Governmental Entities](#) (Fine): prohibits a governmental agency, local government, or other unit of local government, including a public school, college, or university, from erecting or displaying a flag that represents a political viewpoint, including a politically partisan, racial, sexual orientation, gender, or political ideology viewpoint. Any governmental entity that displays the United States flag must do so in a manner in which the United States flag is in a more prominent position than any other displayed flag. The bill allows an active or retired member of the United States Armed Forces or National Guard to use reasonable force to prevent the desecration, destruction, or removal of the United States flag, or to replace it to a prominent position, except when directly ordered not to do so by a law enforcement officer who is acting in the scope of his or her employment.

Senate Education PreK-12

On Tuesday, Chair Simon and his committee met and passed the following bills:

- [SB 8 Relief Bill](#) (Simon): this is a settled excess judgement claim with the School Board of Pasco County.
 - This bill was not considered in committee.
- [SB 742 Workforce Development](#) (Simon): the bill allows charter schools to directly access funding through the Workforce Development Capitalization Incentive Grant Program. This funding may be used to cover some or all costs associated with the creation or expansion of career and technical education programs that lead to industry certifications included on the CAPE Industry Certification Funding List. Additionally, the bill increases from three to six the number of programs for which each career center and Florida College System institution must offer a money-back guarantee.
 - This bill was not considered in committee.
- [SB 1288 Parental Rights](#) (Grall): modifies parental consent requirements for health care services and the use of biofeedback devices on minors. The bill removes exceptions to parental rights related to making health care decisions, accessing medical records, and consenting to DNA collection for their minor child. It also grants parents the right to review and approve surveys or questionnaires given to their child. The bill removes an exception that allows, if specifically authorized in law, health care practitioners to provide certain health care services or prescribe medicinal drugs to minors without parental consent. Additionally, the bill restricts medical procedures on minors in health care facilities, requiring written parental consent unless emergency care is needed or a court order is obtained. The bill classifies the use of biofeedback devices as a health care service, requiring express written parental consent before use on a

minor. It also mandates that all biofeedback results be provided to parents and maintained as confidential medical records.

- [SB 1514 Anaphylaxis in Public Schools](#) (Smith): adds requirements to ensure schools are equipped with the necessary plans and training to effectively respond to allergic reactions and anaphylaxis, particularly for students who require emergency interventions such as epinephrine. Specifically, the bill:
 - Requires district school boards to ensure that a student's emergency action plan is effective at all times when the student is on campus.
 - Requires school personnel, including employees and contracted personnel of before- and after-school programs, to be provided training on preventing and responding to allergic reactions, including anaphylaxis.
 - Requires at least one member of school personnel who has been trained in preventing and responding to an allergic reaction, including anaphylaxis, to be on school grounds to execute a student's emergency action plan.
 - Specifies that the required training must include the administration of emergency epinephrine, including the use of epinephrine auto-injectors and nasal sprays.
 - Authorizes the State Board of Education to adopt rules, including the identification of an approved training curriculum for the required training.
- [SB 1702 Education](#) (Burgess): modifies the requirements for monitoring of charters schools to require the sponsor to use the standard monitoring tool. The bill defines "sponsoring entity" in relation to persistently low-performing schools and replaces school districts as the sole sponsor of a school of hope by authorizing all sponsoring entities.

House Government Operations Subcommittee

On Tuesday, Chair Chaney and her committee passed the following bill related to education:

- [HB 889 Driver License Education Requirements](#) (Salzman): the bill eliminates the ability of an applicant for a learner's driver license to complete a four-hour traffic law and substance abuse education (TLSAE) course, and instead, specifies that such applicant must satisfactorily complete a semester-long driver education course approved by the Department of Highway Safety and Motor Vehicles that meets or exceeds the Department of Education Driver Education/Traffic Safety-Classroom 1900300 course description.

House Student Academic Success Subcommittee

On Tuesday, Chair McFarland and her committee met and passed the following bills:

- [HB 257 Exceptional Students and Video Cameras in Public Schools](#) (Chambliss): the bill requires every school district and charter school to place a video camera in each self-contained classroom, maintain recordings for specified periods, and review and redact video in response to requests to view footage. The bill prohibits a school district from increasing the total number of students in an exceptional student education special class by more than 50 percent during the school year.
- [HB 345 Student Elopement](#) (Eskamani): the bill requires each public school to create a School Staff Assistance for Emergencies (SAFE) Team and a school elopement plan. The SAFE Team, including the principal and assistant principal, must create and annually update the school

elopement plan, annually provide the elopement plan to the district school board, respond to elopements, and train school staff on the elopement plan.

- [HB 447 Disability History and Awareness Instruction](#) (Salzman): the bill requires the instruction to include specific materials for disability history and awareness instruction. The instruction must include materials for students in grades K-3 on bullying and physical disabilities; for grades 4-6, on autism spectrum disorder; for grades 7-9, on hearing impairments; and for grades 10-12, on learning and intellectual disabilities. The bill, to be known as the Evin B. Hartsell Act, also authorizes school districts to consult with the Evin B. Hartsell Foundation in developing the curricula.
- [HB 877 School Readiness Program](#) (Bartleman): the bill revises the criteria to receive priority to participate in the School Readiness Program as a child with special needs. Under the bill, a student is eligible for priority if they require additional accommodations beyond those required under the Americans with Disabilities Act. The bill expands the permitted forms of identification for determining eligibility and allows any child that meets the criteria as special needs, regardless of their age, to participate in the program. The bill also provides specific accountability and training requirements for School Readiness program providers to be eligible to receive the special needs differential allocation.

House Higher Education Budget Subcommittee

On Tuesday, Chair Busatta and her [committee released their budget recommendations](#).

House PreK12 Budget Subcommittee

On Tuesday, Chair Persons-Mulicka and her committee released their budget recommendations. They also passed the following bills related to education:

- [PKB1 Education](#) (PreK-12 Budget): the bill conforms statutes to the General Appropriations Act proposed by the House of Representatives for Fiscal Year 2025-2026 for prekindergarten through grade 12 education. Specifically, the bill:
 - Modifies the forecasting requirements of the Education Estimating Conference.
 - Modifies certain procedural requirements relating to the application, verification, and funding of the Family Empowerment Scholarship and Florida Tax Credit Scholarship programs to: prioritize the full use of tax credit revenue, ensure the timely distribution of funds based upon the student's educational choice, reduce or eliminate any prior year scholarship adjustments made to the Florida Education Finance Program (FEFP), and ensure the appropriate recovery of state funds if such funds were improperly received or retained.
 - Specifies the dates for the completion of four full-time equivalent (FTE) surveys and which FEFP categoricals are included in the recalculation of the FEFP.
 - Reduces the amount (by 50%) of the add-on weights applied to certain types of students and school districts funded in the FEFP.
 - Repeals the Educational Enrollment Stabilization Program.
 - Requires the Auditor General to annually examine the state's scholarship programs established in chapter 1002, F.S., for compliance with laws relating to the classification of FTE funded in the FEFP.

- [HB 127 Exceptional Student Education](#) (Kendall): the bill instructs the Florida Department of Education to develop and implement a workforce credentialing program for students with an autism spectrum disorder – with the intent to assist these students in securing employment after graduation.
- [HB 1367 School Attendance](#) (Booth): bill requires the State Board of Education (SBE) to adopt by rule a statewide attendance policy, specified definitions, and requirements for certificates of exemption from school attendance. School districts retain the authority to adopt policies relating to school attendance, however, the bill requires that all such policies be in accordance with law and SBE rule. The bill defines absent or absence as well as chronically absent or chronic absenteeism for the purposes of school attendance policies and required supports for students.
- [HB 1111 Certificate of Completion](#) (Valdes): the bill deletes all the provisions of the education code related to the certificate of completion, thereby removing the certificate as an option for students that have sufficient high school credits but fail to meet the standardized assessment or GPA requirements for graduation with a standard high school diploma. However, the bill maintains the provision that permits a student that fails to pass the required assessments or achieve a 2.0 GPA to remain in high school either as a full-time or part-time student for up to one additional year and receive special instruction designed to remedy his or her identified deficiencies.

Senate Appropriations Committee on Health and Human Services

On Wednesday, Chair Trumbull and his committee passed the following bill related to education:

- [SB 738 Child Care and Early Learning Providers](#) (Burton): directs the Department of Children and Families (DCF) to create minimum standards for the licensure of child care facilities and revises several requirements. Specifically, the bill:
 - Directs the DCF to codify classification levels for violations relating to the health and safety of a child.
 - Provides for a 45-day provisional-hire status upon a delayed background screening of child care personnel.
 - Adjusts training requirements relating to the introductory course child care personnel must take and cardiopulmonary resuscitation training.
 - Limits periodic health examinations to child care facility drivers.
 - Removes language that requires facilities to provide parents with pagers or beepers during drop-in child care.
 - Removes the requirement for child care facilities to provide parents with information about the influenza virus and the dangers of a distracted adult leaving a child in a vehicle.
 - Removes the requirement for child care facilities to develop a program to assist in preventing and avoiding physical and mental abuse.
 - Removes the requirement for the DCF to develop standards for specialized child care facilities for the care of mildly ill children. The bill allows child care facilities, family day care homes, and large family child care homes to receive abbreviated inspections, upon meeting certain conditions.

Senate Appropriations Committee on PreK-12 Education

On Wednesday, Chair Burgess and his committee published their budget recommendations. The committee also heard and passed the following bills:

- [SB 508 Family Empowerment Scholarship Program](#) (Jones): the bill requires private schools participating in the Family Empowerment Scholarship program, to inform parents before enrollment about available specialized services, therapies, and the accommodations the school can provide based on a student's educational plan.
- [SB 1402 Schools Enrolled in Dropout Retrieval Programs](#) (Yarborough): the bill defines dropout retrieval programs as programs that serve students who have officially withdrawn from high school and were not engaged in the education system at the time of enrollment in the dropout retrieval program. The bill requires that each Virtual Instruction Provider (VIP) receive a school grade or school improvement rating for each district with which it contracts, based on the assessment scores of all students served within those districts. The bill also exempts a VIP operating as a dropout retrieval program from receiving a district grade.
- [SB 7030 Educational Scholarship Programs](#) (Committee): SB 7030 makes substantial changes to education choice and school funding programs to improve student tracking, ensure the funding follows the student, enhance budget predictability, and create consistency across scholarship programs. To ensure funding stability, the bill moves the Family Empowerment Scholarship (FES) into a separate categorical within the Florida Education Finance Program (FEFP). The bill expands the use of the Educational Stabilization Fund to provide financial support for districts with changes in student enrollment and to ensure scholarships are funded for all eligible students. Additionally, scholarship payments will shift from quarterly to monthly. The bill standardizes processes across all scholarship programs by establishing fall and spring application windows, requiring a single application, and requiring documentation to verify enrollment status. The bill requires the DOE to develop a standard withdrawal form for families leaving the public school to enroll in a scholarship program and requires families to verify continued eligibility before each payment. The first payment installment will occur in mid August, and funds cannot be awarded retroactively for ineligible periods. To address data accuracy, the bill requires additional documentation at the time of application, including residency verification and a birth certificate. The bill requires the Department of Education (DOE) to cross-check applicants against public school enrollment records and assign a student ID to all scholarship recipients to standardize data tracking. The DOE is required to implement a uniform reimbursement and invoicing process. To enhance oversight, the bill requires an annual full-time equivalent (FTE) audit of scholarship programs by the Auditor General, with Scholarship Funding Organizations (SFOs) required to return any misallocated funds. The bill repeals the New Worlds Scholarship Program and modifies the Hope Scholarship Program.

House Floor Session

The House convened on Wednesday and Thursday and passed the following bills:

- [HB 921 Required Instruction in Cursive Writing](#) (Overdorf): the bill requires all public schools to provide cursive writing instruction to students in grades 2 through 5. By grade 5, every student must demonstrate proficiency in reading and writing cursive through an evaluation of written work.

- o The bill passed 113-0, and will now head to the Senate.
- [HB 85 Hazardous Walking Conditions](#) (Kendall): the bill expands the criteria for identifying hazardous walking conditions for public elementary school students to include walkways along a limited access facility, as defined in the Florida transportation code.
 - o The bill passed 113-0, and will now head to the Senate.

Senate Appropriations Committee on Higher Education

Chair Harrell and her [committee met again on Wednesday and presented their budget](#). Additionally, they heard interviews with several nominees related to university board of trustees confirmations.

House Criminal Justice

On Wednesday, Chair Alvarez and his committee met and passed the following bill related to education/children:

- [HB 743 Social Media Use by Minors](#) (Salzman): the bill requires social media platforms to allow a parent or legal guardian of certain minor account holders to view all messages, allow law enforcement to view messages in certain instances, and prohibit certain account holders from using or accessing messages that are designed to disappear.
- [HB 491 Use of Artificial Intelligence to Detect Firearms](#) (Miller): the bill prohibits a governmental agency from using artificial intelligence (AI), or contracting with any other entity to use AI, in conjunction with a camera or similar technology to detect concealed firearms in a public place. The bill does not prohibit a governmental agency from using AI, or contracting with any other entity to use AI, to detect concealed firearms on the grounds of a school or at any location that a person with a concealed weapons or concealed firearms license is not authorized to carry a concealed weapon or concealed firearm into. The bill specifies that an aggrieved party may seek injunctive relief against a governmental agency or other entity under contract with a governmental agency to prevent or remedy a violation of the prohibition.

House Education and Employment Committee

On Wednesday, Chair Canady and her committee met and passed the following bills:

- [HB 251 Holocaust Remembrance Day](#) (Tendrich): the bill requires the Governor to proclaim January 27 of each year to be "Holocaust Remembrance Day". This day may be observed in public schools and by public exercise at the State Capitol and elsewhere as the Governor may designate. The bill specifies that if January 27 falls on a day that is not a school day, Holocaust Remembrance Day may be observed in the schools on the following school day or on such other school day as designated by the local district school board. Schools may provide instruction about the Holocaust, anti-Semitism, and positive contributions of the Jewish community to humanity.
- [HB 261 Middle School and High School Start Times](#) (Gerwig): the bill allows for district school boards and charter school governing boards to be in compliance with the requirement that, by July 1, 2026, the instructional day for all public and charter middle schools must begin no earlier than 8:00 a.m. and for high schools no earlier than 8:30 a.m., if the board submits to the Department of Education a report by June 1, 2026. The report must include school start times for all schools in the district, documentation of strategies considered to implement the start

Commented [AL1]: Fix format

time changes, impact of implementation including financial, and any identified unintended consequences as a result of implementation. The amendment provides for start time flexibility for districts who submit a report.

- [HB 1079 Students Enrolled in Dropout Prevention Program](#) (Botana): the bill authorizes virtual instruction program providers who exclusively provides services through dropout retrieval program to receive school improvement rating; requires all other virtual instruction program providers to receive school grade; revises criteria used to determine if certain students are not included in calculation of alternative school's school grades & school improvement ratings; prohibits certain students from being included in virtual instruction program's graduation accountability rate.
- [HB 1145 Workforce Education](#) (Shoaf): the bill expressly authorized charter schools to receive funds under the Workforce Development Capitalization Incentive Grant Program. Additionally, the bill requires school districts and Florida College System institutions to expand their money-back guarantee programs to cover six workforce education programs instead of the current requirement of three such programs.

House Health Care Budget Subcommittee

On Wednesday, Chair Andrade and his committee met and passed the following bill related to education:

- [HB 47 Child Care and Early Learning Providers](#) (McFarland): the bill Department of Children and Families is responsible for licensure and regulation of child care providers in Florida, which includes establishing the minimum licensing standards that child care providers must comply with. The bill modifies existing child care licensure standards, including standards regarding background screenings and training of child care personnel, implementation of abbreviated inspections, and standards regarding the health and safety of children in child care facilities. The bill exempts from licensure certain entities operating a child care facility solely attended by its employees' children. The bill modifies existing exemptions from special assessments levied by municipalities to include preschools. The bill also requires county commissions to annually affirm continued services for locally managed licensing of child care facilities. Further, the bill prohibits the cancellation, denial, or nonrenewal of residential property insurance solely on the basis that certain child care services are provided at the residence.

House Education Administration Subcommittee

On Thursday, Chair Trabulsy and her committee met and passed the following bills:

- [HB 171 Youth Conflict Resolution and Peer Mediation Pilot Program](#) (Bracy Davis): the bill requires the University of Central Florida (UCF) Center for Community Schools (Center) to administer, for a period of 3 years, the Peer Mediation Pilot Program (pilot program). The pilot program must begin no later than the 2026-2027 school year and implement a conflict resolution and peer mediation curriculum aimed at reducing juvenile violence. Under the bill, the Center must seek input from the Department of Education (DOE) on the selection of curriculum materials and to identify middle and high schools to participate in the program—giving priority to those with high rates of juvenile violence and community partners to assist with implementation. The Center and participating schools are tasked with collecting data to inform implementation of the pilot program. Upon conclusion of the pilot, the Center must

submit a report to the DOE providing findings of implementing a youth conflict resolution and peer mediation curriculum.

- [HB 179 Florida Institute for Human and Machine Cognition](#) (Andrade): the bill provides greater independence for The Florida Institute for Human and Machine Cognition, Inc. (IHMC) by removing the requirement that not-for-profit subsidiaries created by the IHMC be approved by the Board of Governors of the State University System. Additionally, the bill shifts responsibility for the annual certification of compliance with the statutes governing the IHMC from the Board of Trustees of the University of West Florida to the IHMC corporation. Finally, the bill clarifies that the IHMC's subsidiaries must be not-for-profits as well as the applicability of Florida's public records and open meetings laws to the IHMC and its subsidiaries.
- [HB 443 Charter Schools](#) (Snyder): the bill authorizes a charter school to assign its charter to the governing board of another charter school, adopt its own code of student conduct, and give an enrollment preference to prekindergarten program completers, providing certain requirements are met. It also authorizes a high-performing charter school to assume the charter of another charter school in the same district. The bill prohibits charter school sponsors from imposing certain deadlines and enrollment limitations on charter schools and requires prompt sharing of student data by sponsors and the Department of Education (DOE) with charter schools. The bill requires a charter school governing board to adopt procedures relating to student welfare and parental rights. The bill specifies background screening requirements for charter school employees and governing board members, as well as requirements for who can serve on a governing board and standards of conduct and financial disclosure for those serving. The bill specifies that, in addition to facilities, land owned by certain types of institutions may provide space to a charter school under their existing zoning and land use designations. Finally, before disposing of any real property, school districts would be required to notify each charter school in the district and grant them first right of refusal to purchase, lease, or use the property.
- [HB 569 Construction and Facilities](#) (Kendall): the bill revises several provisions concerning the land use and construction requirements for charter schools, providing that charter schools are public facilities for the purposes of concurrency and prohibiting local governments from imposing additional building restrictions or requiring certain land use changes. The bill also allows a developer to receive a fee credit for education impact fees for making certain contributions subject to a contract with the school district or a charter school. The bill prohibits local governments from imposing or enforcing a vehicular stacking ordinance if the effect of the ordinance is to limit school enrollment.
- [HB 581 International Baccalaureate Bonus Funding](#) (Tuck): the bill authorizes a school district to earn an additional 0.16 weight applied to the district's student full-time equivalent (FTE) for each student enrolled in an International Baccalaureate (IB) course who earns a score of "C" or higher on a subject examination. The bill also provides a \$50 bonus to an IB teacher for each student who earns a "C" or higher, and an additional \$500 bonus if the teacher is in a school designated with a grade of "D" or "F" and has at least one student who earns a "C" or higher. The theory of knowledge subject examination would be eligible for the additional FTE and classroom teacher bonuses.
- [HB 859 School Readiness Program](#) (Tramont): the bill modifies the definition of "economically disadvantaged" used for determining eligibility in the School Readiness (SR) program, makes changes to implement the new definition, and modifies tracking of children on waiting lists for

SR services. Specifically, the bill revises the definition of “economically disadvantaged” by replacing “income that does not exceed 150 percent of the federal poverty level” with “income that does not exceed 65 percent of the state median income” for families seeking SR services. The bill modifies various references to the SR waitlists that require the tracking of children on waitlists by family income and priority. The bill modifies the data collected by the Department of Education to reflect the change in definition related to income. The bill also modifies the priorities for children from economically disadvantaged families by separating the first subsequent priority group into two groups based on income. Finally, the bill requires estimates adopted by the Early Learning Program Estimating Conference to consider county specific trends and changes.

- [HB 885 Florida Virtual School](#) (D. Smith): makes both technical and substantive changes related to the Florida Virtual School (FLVS). These changes impact its governance, funding, reporting, and assessment requirements. Additionally, the bill authorizes FLVS to offer both school-year and summer Voluntary Prekindergarten (VPK) programs.
 - Authorizes FLVS as a delivery method in the Early Learning-20 education system for all students.
 - Removes FLVS requirements to give priority to students who need to expanded access to courses, students seeking accelerated access in order to earn a high school diploma a semester early, and student who are children of an active-duty member of the United States Armed Forces.
 - Authorizes the FLVS president and chief executive officer to request a meeting of the FLVS Board of Trustees (Board), and authorizes the board to enter into contract with other educational institutions and government agencies.
 - Aligns the definition of educational support employees at FLVS with current law.³¹
 - Clarifies that FLVS employees, except for temporary, seasonal, and student employees, are state employees for the purpose of being eligible to participate in the Florida Retirement System.
 - For FLVS funding, the bill authorizes the FLVS to approve and accrue supplemental revenue from a direct support organization and that expenditures from all supplemental funds be contingent upon review and approval of the FLVS president and chief executive officer.³² The bill also requires that FLVS be included in the safe schools allocation.
 - For the FLVS annual report to the Governor, the Legislature, the Commissioner of Education and the State Board of Education, the bill requires the FLVS to only report on the operations and accomplishments of the FLVS and deletes the reporting requirements related to:
 - The marketing and operational plan for the FLVS and FLVS Global.
 - The assets and liabilities of the FLVS and FLVS Global at the end of the fiscal year.
 - Recommendations regarding the unit cost of providing services to students through FLVS and FLVS Global.
 - Recommendations regarding an accountability mechanism to assess the effectiveness of the services provided by the FLVS and FLVS Global.
 - For assessment requirements, the bill clarifies that students at FLVS are eligible to participate in international assessments if they are administered at the school district. Additionally, the bill requires a school district to provide a test administrator when a student from FLVS is participating in required statewide assessments, the coordinated

screening and progress monitoring system, industry certification examinations, and national assessments.

- o The bill amends sections 1002.51 and 1002.53, F.S., to allow the FLVS to offer Voluntary Prekindergarten (VPK) programs year-round, including summer and school-year options. It also permits students to choose the FLVS VPK program by applying directly to FLVS, bypassing the single point of entry managed by the Department of Education that all other VPK applicants and providers use to determine eligibility.
- [HB 1051 Council on Status of Black Men and Boys](#) (Aristide): the bill transfers the Council on the Social Status of Black Men and Boys from the Department of Legal Affairs to the Department of Education. The bill also shifts administrative responsibilities, including staffing support, meeting approvals, and expense reimbursements, from the Attorney General to the Commissioner of Education.
- [HB 1115 Education](#) (Valdes): the bill allows a local government levying a local government infrastructure surtax to share surtax revenues with a charter school. The bill requires a charter school sponsor to use the standard monitoring tool for reviewing a charter school's progress toward its goals. The bill allows a state university or a state college to sponsor a School of Hope and expands the area in which a School of Hope may be located. The bill also adjusts the disbursement timeline for the Florida Empowerment Scholarship program. Finally, the bill authorizes administrative personnel to receive salary increases from funds annually apportioned by the Legislature to provide salary increases to classroom teachers and other instructional personnel.
- [HB 871 Virtual Instruction](#) (Giallombardo): The bill authorizes a high-performing charter school to offer virtual courses, approved through the Florida Approved Courses and Tests (FACT) Initiative, to its students in grades 9 through 12. The bill provides that students taking such courses will be funded in the same manner as students participating in a virtual instruction program and will not be included in the high-performing charter school's enrollment for determining facility capacity. The bill expands the authorized expenditures for a student receiving a Florida Tax Credit Scholarship Program (FTC) scholarship to include synchronous or asynchronous virtual instruction courses. The bill maintains the currently listed entities that can provide virtual instruction to scholarship students. Additionally, the bill clarifies that the contracted services school districts are authorized to offer to scholarship students include school district operated virtual courses and virtual courses provided by the school district through an approved virtual instruction program.
- [HB 1213 K12 School Transportation](#) (D. Alvarez): the bill establishes a route optimization pilot program in Duval, Highlands, Hillsborough, Okeechobee, and Pasco county school districts to evaluate the efficiency and financial impact of different student transportation routing scenarios. The bill requires school districts to use their existing transportation management systems in conjunction with a student transportation intelligence platform with artificial intelligence, if available, to optimize routing while maintaining student safety. The pilot program, as required by the bill, will assess expanding transportation to students in grades 7-12 subject to hazardous walking conditions and to all K-12 students living more than 1 mile, rather than the current 2-mile requirement, from school. Additionally, the bill requires participating school districts to evaluate hazardous walking conditions for expanding student transportation, including traffic proximity, speed limits, darkness, and lack of sidewalks, as well as dynamically

adjusting routes to avoid proximity to sexual predators or offenders. The bill requires each participating school district to report implementation costs and potential cost savings, if any, to the Department of Education in order to provide the Legislature with a report on the findings by September 1, 2026.

- [HB 1267 Education](#) (Busatta): the bill seeks to provide additional opportunities for hope operators by revising the provisions of the statute governing Schools of Hope. The bill provides more precision in the description of the school district facilities hope operators are authorized to use and requires school districts to execute agreements for the use of such facilities. The bill amends requirements regarding maintenance of facilities used by hope operators and updates the definition of a persistently low performing school.
- [HB 1607 Automated External Defibrillators on School Grounds](#) (Yarkosky): establishes the "Kickstart My Heart Act," requiring that by July 1, 2027, every public school, including charter schools, must have at least one operational automated external defibrillator (AED) on school grounds. Specifically, public schools are required to:
 - Maintain AEDs according to manufacturer specifications.
 - Publicize and clearly mark AED locations.
 - Report annually to the Commissioner of Education, beginning June 30, 2028, on AED usage and cardiac arrest survival rates. The bill clarifies that a public school that is a member of the Florida High School Athletic Association (FHSAA) and required to maintain an operational AED on campus related to athletics does not constitute compliance with this act. The bill authorizes, subject to appropriation, reimbursement by the Department of Education of up to 50 percent of AED purchase costs for public schools and charter schools and requires the State Board of Education to adopt rules.

Senate Floor

The Senate convened Thursday and passed the following bills related to education:

- [SB 102 Exceptional Education](#) (Gaetz): establishes a workforce credential program for students with autism spectrum disorder or students on a modified curriculum to enhance their employment opportunities upon graduation. The program must be developed and implemented by the Florida Department of Education (DOE), in cooperation with the Florida Center for Students with Unique Abilities, by January 31, 2026. The program allows students to earn badges that signify the acquisition of specific workforce skills aligned with employer needs. Each badge requires students to demonstrate five distinct skills or behaviors, including workplace safety, and must be validated by two instructional staff members specializing in exceptional student education.
 - The bill passed 36-0 and is headed to the House for consideration.
- [SB 296 Middle School and High School Start Times](#) (Bradley): allows school districts and charter schools to meet the statutory requirement that by July 1, 2026, the instructional day at all district and charter middle schools may not start before 8 a.m. and high schools may not start before 8:30 a.m. by submitting a report to the Department of Education by June 1, 2026, that includes specific information. This bill does not have a fiscal impact on state revenues or expenditures. However, some school districts will likely avoid a significant negative fiscal impact

by not having to implement the school start time requirements beginning in the 2026-2027 school year. See Section V., Fiscal Impact Statement.

- The bill passed 38-0 and is headed to the House for consideration.
- [SB 356 Holocaust Remembrance Day](#) (Berman): establishes Holocaust Remembrance Day. Specifically, the bill:
 - Requires the Governor to annually proclaim January 27th as “Holocaust Remembrance Day.”
 - Permits the day to be suitably observed in public schools, the Capitol, and elsewhere as designated by the Governor.
 - Permits instruction to be delivered on the designated day on the harmful impacts of the Holocaust and anti-Semitism as well as the positive impacts of the Jewish community on humanity.
 - The bill passed 38-0 and is headed to the House for consideration.
- [SB 400 Interstate Compact on Educational Opportunity for Military Children](#) (Wright): saves from repeal the provisions of law establishing and implementing the Interstate Compact on Educational Opportunity for Military Children (Compact). Participation in the Compact enables member states to address educational transition issues faced by military families as they transfer between states or school districts pursuant to official military orders.
 - The bill passed 38-0 and is headed to the House for consideration.

Press Clips

[Senate backs off later school start times](#)

[Florida might bring back arts grants — with political oversight and new strings attached](#)

[Lawmakers could kill “competitive academics” school](#)

[Bill to help Floridians with autism prepare for workforce passes unanimously in Senate](#)

[Perez compares higher ed searches to “spoils system”](#)

[Capitol gets a dose of fun on STEM Day](#)

[Gov. DeSantis rips House for budget veto overrides](#)

[Bill giving greater flexibility to school districts for testing, funding ready for Senate floor](#)

[Sorry, teens. Senate passes bill backtracking on push to start school later](#)

[Never forget: Senate passes bill to establish Holocaust Remembrance Day](#)

[DeSantis talks up DOGE, lambastes DEI at State University System meeting](#)

Important Dates

March 4 – May 2, 2025

April 9, 2025

June – July 2025

June 4, 2025

July 16, 2025

Legislative Session

State Board of Education (Tallahassee)

Governor Bill Action

State Board of Education (Miami Dade College)

State Board of Education (Orlando)

August 20, 2025	State Board of Education (TBD)
Sept. – December 2025	Interim Committee Weeks
September 24, 2025	State Board of Education (St. Augustine)
November 13, 2025	State Board of Education (Orlando)



RFP Evaluation Summary

Project: State of Florida Legislative Lobbying Service

RFP Number: 2025-36

Recommendation of award highlighted

Date & Time: September 9, 2025 1:30 PM

Metz, Husband & Daughton, P.A.					
The RFP's were scored on the following criteria:	Max Points	C.W.	S.F.	B.R.	Totals
Proposer's experience, qualifications and past performance in providing the type of services described in this Solicitation	20	20	20	20	60
Experience and qualifications of key individuals that will be assigned to this project	20	20	20	20	60
Proposer's approach and scope of work to provide the services described in this RFP	15	15	15	15	45
Proposer's understanding of major City issues, including specific knowledge of the City of Ormond Beach and ability to establish, maintain, and enhance working relationships between City elected officials and staff, and the executive and legislative branches of the State of Florida government and relevant state agencies.	20	20	20	20	60
Price Evaluation – Firm Fixed Annual Fee	25	25	22	25	72
Totals	100	100	97	100	297

Claire Whitley
Assistant City Manager

Brain Rademacher
Economic Development Director

Shawn Finley
Assistant City Manager

Rob Hart
Purchasing Coordinator



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.I.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Auto Renewal - Utility Chemicals		
Recommended Action	Staff recommends utilization of the contract auto-renewal provision for the purchase of utility chemicals from the corresponding vendors for FY 2025-26. Additionally, staff recommends approval of the PPI adjustment of 1.70% for all pertinent chemicals.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Utilities Manager		

Summary

This agenda item is to inform the City Commission that staff recommends utilizing the auto-renewal portion of the Chemical contracts with various suppliers for chemicals used in the treatment process at the City's Water Treatment Plant (WTP) and Water Reclamation Facility (WRF).

On September 20, 2023, the City executed contracts with various suppliers for chemicals, under Resolution 2023-151. The chemical suppliers include Tanner Industries Inc, Brenntag Mid South Inc, Univar Solutions, Carus LLC, Lhoist North America, Chemtrade Chemicals, Odyssey Manufacturing, Polydyne Inc, Amaya Solutions, and Thatcher Chemical. The chemicals included in those contracts are anhydrous ammonia, calcium hypochlorite, caustic soda, corrosion inhibitor, high calcium bulk quicklime, hydrofluorosilic acid (the use of fluoride has been discontinued), liquid aluminum sulfate, liquid sodium hypochlorite, polymer, scale inhibitor, sodium bisulfite, and solid anionic polymer.

The City received a request to decline on the auto-renewal clause from Brenntag Mid South, Inc. on September 11, 2025. This vendor was utilized for purchasing Calcium Hypochlorite, which is a chemical used infrequently, therefore no impacts are anticipated from the declined auto-renewal from Brenntag Mid South, Inc.

Under the provisions of the agreements established in Resolution 2023-151, no cost increase would be accepted during the initial contract terms. However, the contract does indicate the City will provide a cost-of-living adjustment on or before October 1, 2025, based on the percentage increase of the Producer Price Index (PPI) for "chemical and allied products (WPU06)." Based on

the Bureau of Labor Statistics information, the increase would be 1.70% for all chemical suppliers. Staff received requests for an increase from several of the chemical suppliers as part of their auto-renewal process.

Financial Impact

Funds are budgeted in the FY 2025-26 budget within Fund 401 - Water and Wastewater Operating fund. Approximately \$1.3M was spent on chemicals during FY 2024-25.

Citizen Impact

Regulatory standards require certain chemicals to be utilized in order to perform and enhance processes used for proper and reliable treatment of wastewater and potable water.

Attachments

1. 25-157 PPI Increase for Chemical suppliers (P25-0136G)
2. Brenntag Mid South, Inc.
3. Tanner Industries, Inc.
4. Univar Solutions USA LLC
5. Carus LLC
6. Chemtrade Holdco
7. Polydyne Inc
8. Amaya Solutions
9. Lhoist North America
10. Thatcher Company
11. Odyssey Manufacturing
12. Res 2023-151 (8E)

RESOLUTION NO. 2025-157

A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE PRODUCER PRICE INDEX PURSUANT TO AGREEMENTS WITH VARIOUS CHEMICAL SUPPLIERS FOR PROVISION OF CHEMICALS FOR THE CITY'S WATER AND WASTEWATER TREATMENT PLANTS UNDER BID 2024-01; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on September 20, 2023 by Resolution 2023-151, the City Commission approved agreements with various suppliers for the provision of chemicals for use at the City's water and wastewater treatment plants under Bid 2024-01, and

WHEREAS, the agreements provide for a cost of living price increase based on the Producer Price Index, which amounts to a 1.70% increase in prices, said increase to be effective retroactively to October 1, 2025, and

WHEREAS, the City Manager has certified that funds for the price increase have been appropriated to the credit of the Water and Wastewater Operating Fund (401) and have not been appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby authorizes a cost of living price increase of 1.70 % to be paid to the following chemical suppliers for the provision of chemicals for the City's water and wastewater treatment plants under Bid 2024-01, said increase to be effective retroactively to October 1, 2025:

Tanner Industries, Inc. (anhydrous ammonia)

Univar Solutions (caustic soda)

Carus, LLC (corrosion inhibitor)

Lhoist North America (quicklime)

Odyssey Manufacturing (liquid sodium hypochlorite)

Polydyne, Inc. (dewatering polymer & solid anionic polymer)

Amaya Solutions (scale inhibitor)

Chemtrade Chemicals US (liquid aluminum sulfate)

Thatcher Chemical (sodium bisulfate)

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of October, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 CN101263979-ALL-GAW-25-26	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Of The State Of PA INSURER B: ACE American Insurance Company INSURER C: Indemnity Insurance Company of North America INSURER D: ACE Fire Underwriters Insurance Company INSURER E: INSURER F:	NAIC # 19429 22667 43575 20702
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COVERAGES

CERTIFICATE NUMBER:

CLE-007114531-05

REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		027783086	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISAH11353162	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WLRC70319408 (AOS) SCFC70319482 (WI)	01/01/2025 01/01/2025	01/01/2026 01/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Ormond Beach is included as Additional Insured where required by written contract with respect to General Liability. Notice of Cancellation to Other is provided under the General Liability per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Ormond Beach, 22 S Beach Street, Ormond Beach, FL 32174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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ENDORSEMENT

This endorsement, effective 12:01 A.M. 1/1/2025

forms a part of

Policy No. GL 027-783-086

issued to BRENNTAG NORTH AMERICA, INC.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 1787 Sentry Pkwy W., Veva 16 Suite 300 Blue Bell, PA 19422		CONTACT NAME: Ruth Cocco PHONE (A/C, No, Ext): 484-754-1503 E-MAIL ADDRESS: ruth.cocco@usi.com FAX (A/C, No): 610-537-4974	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Nautilus Insurance Company	
		INSURER B : Ironshore Specialty Insurance Co	
		INSURER C : Great Divide Insurance Company	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Products Pollution GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GSP204364711	06/01/2025	06/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP204371511	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			FFX204371811	06/01/2025	06/01/2026	EACH OCCURRENCE \$16,000,000
B				XSCUW0030450301	06/01/2025	06/01/2026	AGGREGATE \$16,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA204371711	06/01/2025	06/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Automobile Hired Car - Physical Damage			BAP204371511	06/01/2025	06/01/2026	Comprehensive-\$100 Ded Collision - \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Ormond Beach is included as an additional insured with respect to General Liability coverage as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Ormond Beach
 22 S Beach Street
 Ormond Beach, FL 32174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Univar Solutions USA LLC 3075 Highland Parkway Suite 200 Downer's Grove IL 60515 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER C: Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER D: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Fire Underwriters Insurance Co.	20702	INSURER C: Illinois Union Insurance Company	27960	INSURER D: Evanston Insurance Company	35378	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B: ACE Fire Underwriters Insurance Co.	20702														
INSURER C: Illinois Union Insurance Company	27960														
INSURER D: Evanston Insurance Company	35378														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 570112904328**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		XSLG48983340 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ISA H11357362 PPT	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$5,000,000		XCEG27380566012	06/01/2025	06/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLRC72794515 AOS SCFC72794527 WI	06/01/2025	06/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B		N/A		06/01/2025	06/01/2026	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HFS and Caustic, Location: City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. City of Ormond Beach is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Truckers' Liability policies. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Truckers' Liability, Umbrella Liability and workers' Compensation policies.

RECEIVED JUN 06 2025

CERTIFICATE HOLDER**CANCELLATION**

City of Ormond Beach Attn: Jason Leggett 22 S. Beach Street Ormond Beach FL 32174 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	---

Holder Identifier :



Certificate No : 570112904328





ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA LLC	
POLICY NUMBER See Certificate Number: 570112904328			
CARRIER See Certificate Number: 570112904328	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

RECEIVED JUN 08 2025

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H11357404 Truckers Liab	06/01/2025	06/01/2026	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION							
A		N/A		WCUC72794539 CA OH OR WA SIR applies per policy terms & conditions	06/01/2025	06/01/2026		
	OTHER							
D	Environmental Contractor Poll/Prof [E&O]			MKLV3ENV105281 Claims Made SIR applies per policy terms & conditions	06/01/2025	06/01/2026	Aggregate	\$5,000,000
							Ea occurrence	\$5,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:	
INSURED Univar Solutions USA LLC 3075 Highland Parkway Suite 200 Downer's Grove IL 60515 USA		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A: ACE American Insurance Company 22667	
		INSURER B: ACE Fire Underwriters Insurance Co. 20702	
		INSURER C: Illinois Union Insurance Company 27960	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570112907035**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		XSLG48983340 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ISA H11357362 Commercial Auto	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$5,000,000		XCEG27380566012	06/01/2025	06/01/2026	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLRC72794515 AOS SCFC72794527 WI	06/01/2025	06/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Environmental Site Liability		G71507944003 Pollution-ClaimsMade Form SIR applies per policy terms & conditions	06/01/2025	06/01/2028	Aggregate \$10,000,000 Ea Condition \$2,000,000 SIR \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Ormond Beach Attn: Jason Leggett 22 S. Beach Street Ormond Beach FL 32174 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570112907035



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA LLC	
POLICY NUMBER See Certificate Number: 570112907035			
CARRIER See Certificate Number: 570112907035	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H11357404 Truckers Liability	06/01/2025	06/01/2026	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION							
A		N/A		WCUC72794539 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2025	06/01/2026		
	OTHER							
	Claims Made Form							



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/01/2025

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PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:

PHONE
(A/C. No. Ext): (866) 283-7122FAX
(A/C. No.): (800) 363-0105E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Carus LLC
315 Fifth Street
P.O. Box 599
Peru IL 61354-2859 USA

INSURER A: National Union Fire Ins Co of Pittsburgh 19445

INSURER B: Granite State Insurance Company 23809

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570114102732

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GL4611644	07/01/2025	07/01/2026	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			CA 7742278	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC013545870 (AOS) WC014590635 (IL)	07/01/2025 07/01/2025	07/01/2026 07/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Ormond Beach is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required under written contract with Named Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Ormond Beach
22 South Beach Street
Ormond Beach FL 32174 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :



Certificate No : 570114102732





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER MARSH USA, LLC. 9830 Colonnade Blvd, Suite 410 San Antonio, TX 78230	CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
CN102200184-STND-GAWUL-25-26	INSURER(S) AFFORDING COVERAGE	
INSURED Chemtrade Holdco US Inc 90 E Halsey Road Parsippany, NJ 07054	INSURER A: Berkley Global Underwriters	NAIC # 38911
	INSURER B: Liberty Mutual Insurance Company	23043
	INSURER C: XL Specialty Insurance Co.	37885
	INSURER D: XL Insurance America, Inc.	24554
	INSURER E: Liberty Mutual Fire Insurance Company	23035
	INSURER F: Employers Insurance Company Of Wausau	21458

COVERAGES **CERTIFICATE NUMBER:** HOU-003202438-25 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		AGN 5700000-15	05/01/2025	05/01/2026	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		AS1-B71-072790-065 (LCV) AS1-B71-072790-075 (HCV)	05/01/2025 05/01/2025	05/01/2026 05/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		US00099935L125A	05/01/2025	05/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	WA2-B7D-072790-085 (AOS) WCC-B71-072790-015 (WI)	05/01/2025 05/01/2025	05/01/2026 05/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Legal Liability SIR: \$500,000		PEC000967416	05/01/2024	05/01/2026	Occurrence \$ 5,000,000 Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RECEIVED MAY 23 2025

CERTIFICATE HOLDER

City of Ormond Beach Public Works
22 S Beach Street
Ormond Beach, FL 32174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas – 8 th Floor New York, NY 10036	CONTACT Andrea Kim NAME: PHONE 212.293-6203 (A/C, No, Ext): E-MAIL andrea.kim@epicbrokers.com ADDRESS:		FAX (A/C, No): 212.488.0220
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY		25445
	INSURER B: HARTFORD FIRE INSURANCE COMPANY		19682
	INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY		22357
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		IEPICB5ZFB005	12/31/2024	12/31/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y		10ABR30602	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS\$	Y		IEELCASB5ZFD005	12/31/2024	12/31/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		10WNR30600	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insureds where required by written contract with respects to liability arising out of the Named Insured operations as per terms and conditions of the policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Ormond Beach 22 S. Beach St., Room 102 Ormond Beach, FL 32174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 1 Andrea Kim

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a MMA LLC Company 333 S. Garland Ave Orlando, FL 32801-4927 407 691-9600		CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183 E-MAIL ADDRESS: certorlando@mcgriff.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Evanston Insurance Company	
		INSURER B : Auto Owners Insurance	
		INSURER C : Progressive County Mutual Ins. Co.	
		INSURER D : Progressive Northern Insurance Company	
		INSURER E : United Financial Casualty Company	
		INSURER F :	

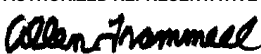
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	MKLV2ENV104483	10/13/2024	10/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY	X	X	FL - 4947152210	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
C	☐ ANY AUTO			TX - 953998210	02/07/2025	02/07/2026	BODILY INJURY (Per person) \$
D	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			NE - 04320122	01/20/2025	01/20/2026	BODILY INJURY (Per accident) \$
B	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			VA - 4947152213	01/10/2025	01/10/2026	PROPERTY DAMAGE (Per accident) \$
E				CA - 03306310	04/06/2025	04/06/2026	\$
A	UMBRELLA LIAB ☒ OCCUR			MKLV2EFX101456	10/13/2024	10/13/2025	EACH OCCURRENCE \$5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$5,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Contr Pollution			MKLV2ENV104483	10/13/2024	10/13/2025	*See Description of Ops
	Transp Pollution			MKLV2ENV104483	10/13/2024	10/13/2025	*See Description of Ops
	Non Own Disp Site			MKLV2ENV104483	10/13/2024	10/13/2025	*See Description of Ops

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Blanket Additional Insured, including Completed Operations, if required by written contract, provided as respects General Liability coverage per form CG2010(04/13) and CG2037(04/13). Blanket Waiver of Subrogation as required by written contract executed by both parties prior to loss per form CG2404 (05/09) "Waiver of Transfer of Rights of Recovery Against Others to Us". General Liability includes Blanket 30 Day Notice of Cancellation as required by written contract form MEIL 1233(11/13). (See Attached Descriptions)

CERTIFICATE HOLDER City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Excess Liability policy is follow form.

*Blanket Additional Insured provided as respects the FL Commercial Auto Liability coverage per form 58504(1/15). Blanket Waiver of Subrogation provided as respects the FL Commercial Auto Liability coverage as required by written contract prior to the loss per form 58583(1/15).

Contractors/Transportation/Non-Owned Disposal Site Pollution Limits:

Aggregate: \$2,000,000

Each Occurrence: \$1,000,000

Contractors Pollution Deductible \$5,000

RE: RFQ 2022-04 Corrosion Inhibitor.



LHOIST0-01

SPAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 4682 Fort Worth, TX-Hub International Insurance Services 3221 Collinsworth Fort Worth, TX 76107	CONTACT NAME: PHONE (A/C, No, Ext): (817) 820-8100 FAX (A/C, No): (817) 870-0310 E-MAIL ADDRESS: ftw.service@hubinternational.com
INSURED Lhoist North America, Inc. 5600 Clearfork Main Street, Suite 300 Fort Worth, TX 76109-3572	INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Insurance Company of Pittsburgh, PA 19445 INSURER B : Liberty Mutual 23043 INSURER C : AIUA INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			016-11-3215	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			016-11-3214	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			TH7-691-468055-075	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	016-11-3216	10/1/2024	10/1/2025	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability -

CG20101219 - Additional Insured - Owner, Lessees or Contractors - Scheduled Person or Organization - Per Written Contract

CG20371219 - Additional Insured - Owner, Lessees or Contractors - Completed Ops - Per Written Contract

CG20051219 - Additional Insured - Controlling Interest - Per Written Contract

CG20111219 - Additional Insured - Managers or Lessors of Premises - Per Written Contract

CG20151219 - Additional Insured - Vendors - Per Written Contract

CG20261219 - Additional Insured - Designated Person or Organization - Per Written Contract

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Fort Worth, TX-Hub International Insurance Services		License # 4682	NAMED INSURED Lhoist North America, Inc. 5600 Clearfork Main Street, Suite 300 Fort Worth, TX 76109-3572 Tarrant
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

CG20281219 - Additional Insured - Lessor of Leased Equipment - Per Written Contract
CG20321219 - Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured - Per Written Contract
CG20011219 - Primary and Noncontributory - Other Insurance Condition
CG24041219 - Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Per Written Contract
CG02241093 - Earlier Notice of Cancellation Provided by Us - 90 Days

Automobile Liability -

87950 (9/14) - Additional Insured - Where Required under Contract or Agreement
74445 (10/99) - Insurance Primary as To Certain Additional Insureds
CA04431120 - Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Automatic When Required by Written Contract or Agreement
CA04491116 - Primary and Noncontributory - Other Insurance Condition
CA04221120 - Earlier Notice of Cancellation Provided by Us - 90 Days

Workers' Compensation -

WC420304B (Ed. 6-14) - Texas Waiver of Our Right to Recover from Others Endorsement - Blanket Waiver
WC990039 (Ed. 08/02) - Advance Notice of Cancellation or Non-Renewal by Us Extended - 90 Days
Workers' Compensation Other States: AL, AZ, CA, CO, FL, GA, ID, IL, LA, MO, NC, NV, PA, SC, TN, TX, UT, VA

Umbrella is Follow Form of Underlying Schedule Attached.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2024
forms a part of Policy No. 016-11-3214
issued to LHOIST NORTH AMERICA, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

"ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S
LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2024
forms a part of Policy No. 016-11-3214
issued to LHOIST NORTH AMERICA, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) -
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contract or agreement with such person(s) or organization(s); and
- B.** Prior to the "accident" or the "loss."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER: 016-11-3214

COMMERCIAL AUTO
CA 04 22 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Named Insured: LHOIST NORTH AMERICA, INC.

Endorsement Effective Date: 10/01/2024

SCHEDULE

Number Of Days' Notice:

90 days

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph 2. of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 10/01/2024 forms a part of Policy No. WC016113216

Issued to LHOIST NORTH AMERICA, INC.

By A I U INSURANCE COMPANY

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2.000 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: \$8,649

WC 42 03 04 B
(Ed. 6-14)

Countersigned by



Authorized Representative

ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2024 forms a part of Policy No. WC016113216

Issued to LHOIST NORTH AMERICA, INC.

By A I U INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS. D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days

Non-Renewal: 90 Days



**NOTICE OF CANCELLATION AND NON-RENEWAL TO
CERTIFICATE HOLDER**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2024 forms a part of Policy No. WC016113216

Issued to LHOIST NORTH AMERICA, INC.

By A I U INSURANCE COMPANY

This endorsement, modifies Insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

We shall provide written notice in accordance with state law in the event this policy is cancelled or nonrenewed, for any reason other than non payment of premium, to those entities set out in the schedule below.

Schedule

Notice will be mailed to: ON FILE

To the attention of: ON FILE

**Contract, Permit or Job
Number: ON FILE**





Coverage Is Provided In:
Liberty Mutual Fire Insurance Company
175 Berkeley Street, Boston, MA 02116



POLICY NUMBER:
TL2-691-468055-075

SCHEDULE OF UNDERLYING INSURANCE

(ITEM 5) UNDERLYING INSURANCE:

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF COVERAGE	LIMITS OF INSURANCE
A I U Insurance Company 016-11-3216 (AOS) 10/01/2024 – 10/01/2025	Employer's Liability	WC - Statutory \$2,000,000 BI – Each Accident \$2,000,000 BI by Disease – Policy Limit \$2,000,000 BI by Disease – Each Employee \$750,000 Per Accident Retention
A I U Insurance Company 016-11-3217 (WI Only) 10/01/2024 – 10/01/2025	Employer's Liability	WC - Statutory \$2,000,000 BI – Each Accident \$2,000,000 BI by Disease – Policy Limit \$2,000,000 BI by Disease – Each Employee \$750,000 Per Accident Retention
National Union Fire Insurance Company of Pittsburgh, PA 016-11-3215 10/01/2024 – 10/01/2025	General Liability	Each Occurrence Limit \$2,000,000 Damage to Premises Rented to you Limit \$500,000 Any one premises Medical Expense Limit \$ 5,000 Any one person General Aggregate Limit \$10,000,000 Products/Completed Operations Aggregate Limit \$3,000,000 \$2,000,000 High Deductible Retention
National Union Fire Insurance Company of Pittsburgh, PA 016-11-3214 10/01/2024 – 10/01/2025	Automobile Liability	\$5,000,000 Each Accident \$500,000 Liability Deductible Note: Physical Damage is fully fronted

Servicing Office **Boston, MA**
and Issue Date **04/28/2025**

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

CE 66 51 01 08

Page 1 of 1

RENEWAL



Page 336 of 1272

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Per Written Contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):

As Per Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.
Additional Premium: \$ 0
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those

acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
As Per Written Contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
As Per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or

agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): As Per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured: As Per Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the

failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name of Person or Organization:

Pursuant to applicable written contract or agreement you enter into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products- completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
As Per Written Contract	As Per Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of

another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

POLICY NUMBER: 016-11-3215

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90 days

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 6967 S River Gate Dr Ste 200 Midvale UT 84047	CONTACT NAME: Carolyn Maldonado PHONE (A/C, No. Ext): 801-290-3181 FAX (A/C, No): E-MAIL ADDRESS: certrequests@ajg.com
INSURED Thatcher Company, Inc. P O Box 27407 Salt Lake City, UT 84127	INSURER(S) AFFORDING COVERAGE INSURER A: AIG Specialty Insurance Company INSURER B: New Hampshire Insurance Company INSURER C: National Union Fire Insurance Company of Pittsburg INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 919782354**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	EG14246248-07	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION LEGAL \$ 1,000,000
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	4489610	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		EGU14246249-07	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A	WC13711863	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Pollution Liability GL/Pollution		EG14246248-07	6/30/2025	6/30/2026	Limit Deductible Aggregate \$1,000,000 \$50,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excluded Officers - Craig N. Thatcher, Diane T. Barlow, Teri Flanders, Lawrence E Thatcher

Verification of insurance subject to the terms and conditions of the policy

Named Insured's:

Thatcher Company, Inc.

Thatcher Group, Inc.

Thatcher Transportation, Inc.

Thatcher Company of Arizona, Inc.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Ormond Beach, FL
22 South Beach Street
Ormond Beach FL 32174
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Thatcher Company, Inc. P O Box 27407 Salt Lake City, UT 84127
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Thatcher Company of California, Inc.
Thatcher Company of Montana, Inc.
Thatcher Company of Nevada, Inc.
Thatcher Company of New York, Inc.
Thatcher Chemical of Florida, Inc.
Thatcher Pharmaceuticals, Inc.
Thatcher Company of North Dakota, Inc.

All carriers are rated A XV

The City of Ormond Beach, FL is Additional Insured with respect to General Liability and Auto Liability.

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, **6/30/2025**
Forms a part of Policy No.: **EG14246248-07**

Issued to: THATCHER COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGES A, B AND E ADDITIONAL INSURED -
DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule below, but only with respect to **bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs** caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of **your work**; or
- B.** In connection with your premises owned by or rented to you.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR
WRITTEN AGREEMENT

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

POLICY NUMBER: **4489610**

**COMMERCIAL AUTO
CA 20 48 02 99**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04/01/2025	Countersigned By: (Authorized Representative)
Named Insured: THATCHER COMPANY, INC.	

SCHEDULE

Name of Person(s) or Organization(s):
AS REQUIRED PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 91 Lake Morton Drive Lakeland FL 33801	CONTACT NAME: Michele Crifasi PHONE (A/C, No, Ext): 863-688-5495 E-MAIL ADDRESS: MCrifasi@higginbotham.net	FAX (A/C, No): 863-688-4344
INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619	INSURER(S) AFFORDING COVERAGE INSURER A : Westchester Surplus Lines Ins Co INSURER B : Zenith Insurance Company INSURER C : Tokio Marine America Insurance Company INSURER D : Ace American Ins Co INSURER E : INSURER F :	NAIC # 27960 13269 10945 22667

License#: 2081754
ODYSMAN-02**COVERAGES****CERTIFICATE NUMBER: 799256683****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y		G24092975 017	10/1/2025	10/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Hired PD	Y		H08450377 017	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			G24092987 017	10/1/2025	10/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Z066828621	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A A C	Pollution Liability (\$5k Ded) Prof (\$25k Ded) R/D 10/1/09 Rented & Leased Equip			G24092999 017 G24092975 017 IM500179901	10/1/2025 10/1/2025 8/1/2025	10/1/2026 10/1/2026 8/1/2026	Each Poll Condition A \$1,000,000 Ea Prof Occurrence Ag \$1,000,000 R/L Any one item/Ded 300,000/1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Total Umbrella/Excess Liability Limit \$5,000,000 and follows form: (Umbrella/Excess covers the General Liability, Auto Liability, Workers Compensation and Pollution/Professional policies)

Stephen Sidelko - Secretary - Excluded under Workers Compensation

The certificate holder is additional insured with respects to the general liability and auto auto liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City Of Ormond Beach Public Works
PO Box 277
Ormond Beach FL 321750277
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 2023-151

A RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF VARIOUS CHEMICALS FOR THE CITY'S WATER AND WASTEWATER TREATMENT PLANTS, UNDER BID NO. 2024-01; AUTHORIZING EXECUTION OF CONTRACTS AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2024-01) for the provision of various chemicals to treat water and wastewater at the City's water and wastewater treatment plants pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the bid specifications, as well as section 2-300(a)(7), *Code of Ordinances*, reserve to the City the right to accept bids and award contracts to the lowest responsive and responsible bidders, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Airgas, Inc., the lowest bid submitted at \$1.05/lb for anhydrous ammonia, was unresponsive and should be rejected due to not meeting the City's standard terms and conditions, and

WHEREAS, the appropriate City staff members have reviewed the bids for the various chemicals: anhydrous ammonia from Tanner Industries, Inc. at a cost of \$1.1250 per pound; calcium hypochlorite from Brenntag Mid South, Inc. at a cost of \$1.8940 per pound; caustic soda from Univar Solutions USA, Inc. at a cost of \$393.25 per drum; corrosion inhibitor from Carus, LLC at a cost of \$3,103.65 per tote; quicklime from Lhoist North America at a cost of \$603.32 per ton; liquid sodium hypochlorite from Odyssey Manufacturing Company at a cost of \$1.69 per gallon; dewatering polymer from Polydyne, Inc., at a cost of \$3,225.75 per tote; scale inhibitor from Amaya Solutions, Inc., at a cost of \$3,014.50 per tote; solid anionic polymer from Polydyne,

Inc., at a cost of \$1.40 per pound; liquid aluminum sulfate from Chemtrade Chemicals US LLC, at a cost of \$1.008 per gallon; hydrofluorosilicic acid from Univar Solutions USA, Inc. at a cost of \$550.00 per ton; sodium bisulfite from Thatcher Chemical of Florida, Inc. at a cost of \$2.13 per gallon; and have determined that the bids are the lowest responsive and responsible bids and that the best interests of the public health, safety, and welfare of the citizens of the City of Ormond Beach will be best served by accepting the various bids, and

WHEREAS, the City Commission concurs in the said determination, and

WHEREAS, the City Manager has certified that the money for the purchase of the said chemicals is in the depository to the credit of the Water and Wastewater (401) Fund and is not appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Manager or her designee is hereby authorized and directed to execute contracts for the purchase of the following chemicals under bid 2024-01 at the aforelisted costs, and to pay the costs therefor from the Water and Wastewater (401) Fund, to-wit:

- | | | | |
|-----|----------------------------|----------------------------|-------------------------|
| (a) | anhydrous ammonia | - Tanner Industries, Inc. | - \$1.1250 per pound; |
| (b) | calcium hypochlorite | - Brenntag Mid South, Inc. | - \$1.8940 per pound; |
| (c) | caustic soda | - Univar Solutions | - \$393.25 per drum; |
| (d) | corrosion inhibitor | - Carus, LLC | - \$3,103.65 per tote; |
| (e) | quicklime | - Lhoist North America | - \$603.32 per ton; |
| (f) | liquid sodium hypochlorite | - Odyssey Manufacturing | - \$1.69 per gallon; |
| (g) | dewatering polymer | - Polydyne, Inc. | - \$ 3,225.75 per tote; |

- | | | | |
|-----|-------------------------|--------------------------|------------------------|
| (h) | scale inhibitor | - Amaya Solutions | - \$3,014.50 per tote; |
| (i) | solid anionic polymer | - Polydyne, Inc. | - \$1.40 per pound; |
| (j) | liquid aluminum sulfate | - Chemtrade Chemicals US | - \$1.008 per gallon |
| (k) | hydrofluorosilicic acid | - Univar Solutions | - \$550.00 per ton |
| (l) | sodium bisulfite | - Thatcher Chemical | - \$2.13 per gallon |

subject to the express condition as provided within the bid specifications that the City reserves the right in its sole and absolute discretion to purchase chemicals from the best available source in the event any of the aforesated suppliers are unable to supply its respective chemical; and subject to the further condition that the awards provided herein shall not impair any existing contract with any other chemical supplier for the purchase of any of the aforesated chemicals.

SECTION TWO. All other bids relative to the aforesated chemicals shall be deemed rejected upon the execution of contracts with the above-named vendors.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 20th day of September, 2023.


BILL PARTINGTON
 Mayor

ATTEST:


SUSAN CARROLL DAUDERIS
 City Clerk





City of Ormond Beach

AGENDA ITEM

September 20, 2023 - City Commission

Number:8.E

Section:	CONSENT AGENDA																										
Item Category:	Consent - Resolution	Res./Ord. No:	2023-151																								
Strategic Goal:	Water Quality & the Environment - Other																										
Department:	Public Works - Utilities Management																										
Subject:	Bid Award Chemicals																										
Summary:	This is a request to award a bid to suppliers of chemicals which are required for the treatment processes at the City's Water Treatment Plant (WTP) and Water Reclamation Facility (WRF). The City is required to prepare bid specifications and contract conditions for chemicals delivered and utilized annually as a part of the treatment processes. The bid documents specify a two-year agreement with an automatic renewal provision for one additional year. Thus, the maximum term of these contracts is three years. Staff reviewed the bid submittal information and identified the lowest responsive bidder as meeting the requirements of the specifications. The table illustrates the chemical name, supplier recommended for award, unit prices, and an estimated annual cost range based on projections. The unit prices are valid for a two-year period; October 2023 - September 2025. <table><tr><th>Item No.</th><th>Chemical (units)</th><th>Supplier</th><th>Unit Price</th><th>Minimum Estimated Annual Cost</th><th>Maximum Estimated Annual Cost</th></tr><tr><td>1</td><td>Anhydrous Ammonia (pound)</td><td>Tanner Industries, Inc.</td><td>\$1.1250</td><td>\$22,500</td><td>\$28,125</td></tr><tr><td>2</td><td>Calcium Hypochlorite (pound)</td><td>Brenntag Mid South Inc.</td><td>\$1.8940</td><td>\$1,325.80</td><td>\$1,515.20</td></tr><tr><td>3</td><td>Caustic Soda (drum)</td><td>Univar Solutions</td><td>\$393.25</td><td>\$1,179.75</td><td>\$1,573</td></tr></table>			Item No.	Chemical (units)	Supplier	Unit Price	Minimum Estimated Annual Cost	Maximum Estimated Annual Cost	1	Anhydrous Ammonia (pound)	Tanner Industries, Inc.	\$1.1250	\$22,500	\$28,125	2	Calcium Hypochlorite (pound)	Brenntag Mid South Inc.	\$1.8940	\$1,325.80	\$1,515.20	3	Caustic Soda (drum)	Univar Solutions	\$393.25	\$1,179.75	\$1,573
Item No.	Chemical (units)	Supplier	Unit Price	Minimum Estimated Annual Cost	Maximum Estimated Annual Cost																						
1	Anhydrous Ammonia (pound)	Tanner Industries, Inc.	\$1.1250	\$22,500	\$28,125																						
2	Calcium Hypochlorite (pound)	Brenntag Mid South Inc.	\$1.8940	\$1,325.80	\$1,515.20																						
3	Caustic Soda (drum)	Univar Solutions	\$393.25	\$1,179.75	\$1,573																						

4	Corrosion Inhibitor (275 lb. tote)	Carus LLC	\$3,103.65	\$55,865.70	\$71,383.95
5	High Calcium Bulk Quicklime (ton)	Lhoist North America	\$603.32	\$542,988	\$663,652
6	Hydrofluorosilicic Acid (ton)	Univar Solutions	\$550	\$8,250	\$13,750
7	Liquid Aluminum Sulfate (gallon)	Chemtrade Chemicals US	\$1.008	\$40,320	\$50,400
8	Liquid Carbon Dioxide (pound)	No Bid			
9	Liquid Sodium Hypochlorite (gallon)	Odyssey Manufacturing	\$1.69	\$473,200	\$540,800
10	Polymer (Biosolids Dewatering) (tote)	Polydyne Inc.	\$3,225.75	\$145,158.75	\$154,836
11	Scale Inhibitor (tote)	Amaya Solutions	\$3,014.50	\$36,174	\$42,203
12	Sodium Bisulfite (gallon)	Thatcher Chemical	\$2.13	\$31,950	\$59,640
13	Solid Anionic Polymer (3333) (pound)	Polydyne Inc.	\$1.40	\$5,600	\$7,700
	Estimated Annual Cost Associated with Bid Award			\$1,358,912	\$1,627,878.15

1. **Anhydrous Ammonia** - Two vendors submitted bids. Staff reviewed the bid submittal information and determined the lowest bidder did not meet the City's Standard Terms and Conditions. Staff identified the lowest responsive bidder meeting the requirements of the specifications, acknowledging all addenda and providing a check in place of a bid bond, as being Tanner Industries, Inc.. Staff recommends award at a unit price of \$1.1250 per pound.
2. **Calcium Hypochlorite** - Two vendors submitted bids. The low bid was Brenntag Mid South, Inc, who acknowledged all addenda and

provided a bid bond. Staff recommends award at a unit price of \$1.8940 per pound.

3. **Caustic Soda** - Only one vendor, Univar Solutions USA, Inc, submitted a bid. Univar Solutions USA, Inc acknowledged all addenda and provided a bid bond. Staff recommends award at a unit price of \$393.25 per ton.
4. **Corrosion Inhibitor** - Six vendors submitted bids. The low bid was provided by Carus LLC, who acknowledged all addenda and provided a bid bond. Staff recommends award at a unit price of \$3,103.65 per 275 gallon tote.
5. **High Calcium Bulk Quicklime** - Only one vendor, Lhoist North America submitted a bid. Lhoist North America acknowledged two of the three addenda and provided a scanned copy of a bid bond. After evaluation, staff deemed Lhoist's oversight for not acknowledging Addendum No. 3 and only providing a scanned copy of the bid bond as a relatively minor inconsistency. Staff recommends award at a unit price of \$603.32 per ton.
6. **Hydrofluorosilicic Acid** - Only one vendor, Univar Solutions USA, Inc, supplied a bid. Univar Solutions USA, Inc acknowledged all addenda and provided a bid bond. Staff recommends award at a unit price of \$550.00 per ton.
7. **Liquid Aluminum Sulfate** - Four Vendors submitted bids. The low bid was from Chemtrade Chemicals US LLC, who acknowledged all addenda and provided a bid bond. Staff recommends award at a rate of \$1.008 per gallon.
8. **Liquid Carbon Dioxide** - No bids were received, Staff has re-advertised this bid.
9. **Liquid Sodium Hypochlorite** - Two vendors submitted bids. The low bid was from Odyssey Manufacturing Company, who acknowledged both addenda and provided a bid bond. Staff recommends award at a rate of \$1.69 per gallon.
10. **Polymer (Biosolids Dewatering)** - Two vendors submitted bids. The low bid was from Polydyne Inc, who acknowledged all addenda and provided a bid bond. Staff recommends award in the amount of \$3,225.75 per 275 gallon tote (\$11.73 per gallon).
11. **Scale Inhibitor** - Only one vendor, Amaya Solutions, Inc, supplied a bid. Amaya Solutions, Inc acknowledged all addenda, but they failed to provide a completed bid bond. Staff recommends award at a unit price of \$3,014.50 per 275 gallon tote.
12. **Sodium Bisulfite** - Three vendors submitted bids. The low bid was from Thatcher Chemical of Florida, Inc, who acknowledged all addenda and provided a bid bond. Staff recommends award in the amount of \$2.13 per gallon.
13. **Solid Anionic Polymer (3333)** - Only one vendor, Polydyne, Inc supplied a bid. Polydyne, Inc acknowledged all addenda and supplied a bid bond. Staff recommends award in the amount of \$1.40 per pound.

Financial Impact:	The 2023-2024 budget of Fund 401-Water and Wastewater Operating includes funding for the purchasing of all chemicals proposed.	
Citizen Impact:	The award of services to the most responsive bidder ensures vendors supplying essential products meet the City's qualifications standards and pricing obtained is competitively based.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the award for the purchase of chemicals as listed above for two years with an automatic renewal provision for an additional one year on a unit price basis.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 23-151 Award Chemical Bid (P23-0039G) 2. Tanner Agreement 3. Univar Agreement 4. Brenntag Agreement 5. Carus Agreement 6. Polydyne Agreement 7. LHoist Agreement 8. Univar Agreement 9. Chemtrade Agreement 10. Odyssey Agreement 11. Amaya Agreement 12. Polydyne Agreement 13. Thatcher Agreement	
Approval:	Kelly McGuire, Finance Director 9/12/2023 Claire Whitley, Assistant City Manager 9/13/2023 Joyce Shanahan, City Manager 9/13/2023	

AGREEMENT FOR PROVISION OF ANHYDROUS AMMONIA

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Tanner Industries, Inc.** ("Contractor"), 735 Davisville Road, Third Floor, Southampton, PA 18966, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("Water and Wastewater Chemicals", ITB 2024-01) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

A. Authorization for Purchases.

1. The purchase of anhydrous ammonia will be on an as-needed basis using Purchase Orders for orders exceeding \$2,500.00.
 2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.
 3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.
2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. Consideration.

- A. Contractor shall provide the chemicals at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
- B. **Cost Adjustments:** Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach Joyce Shanahan, City Manager (copy to City Attorney) 22 South Beach Street Ormond Beach, FL 32174	Tanner Industries, Inc. Matt Tanner, Sales Administrator 735 Davisville Road Southampton, PA 18966
---	--
10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's negligent operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them

may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a)** With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b)** New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c)** If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d)** For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e)** If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of September, 2023.

Witnesses:

CITY OF ORMOND BEACH

Ash

Print Name: Ashley Clements

By: Bill Partington
BILL PARTINGTON
Mayor

Taylor

Print Name: Taylor Lochert

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 14th day of September, 2023.

Witnesses:

TANNER INDUSTRIES, INC.

Brad

Print Name: BRAD TANNER

By: Matt

Print Name: Matt Tanner

Title: Sales Administrator

James Selby

Print Name: James Selby

Attest: Lisa Conway

Print Name: Lisa Conway

Title: Sales Administrator



City of Ormond Beach

22 South Beach Street

Ormond Beach, Florida 32174

Telephone (386) 676-3223

Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Tanner Industries, Inc.

Bidder's Mailing Address: 735 Davisville Road

City, State, Zip Code: Southampton, PA 18966

F.E.I.N or SS Number: 23-2050034

Phone Number: (215) 322-1238

Email: sales@tannerind.com

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

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Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action pertaining to this bid/contract it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.



AUTHORIZED SIGNATURE

Matt Tanner

NAME

Sales Administrator

TITLE

7/13/23

DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

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**22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311**

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prt>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Tanner Industries, Inc.
COMPANY NAME
[Signature]
AUTHORIZED SIGNATURE
Matt Tanner
NAME
Sales Administrator
TITLE
6/22/22
DATE

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01
CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Tanner Industries, Inc.

COMPANY NAME

Matt Tanner

AUTHORIZED SIGNATURE

Matt Tanner

NAME (PRINT OR TYPE)

Sales Administrator

TITLE

6/22/23

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Tanner Industries, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Matt Tanner

NAME (PRINT OR TYPE)

6/22/23

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



N/A

Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- Payment of business tax and real property tax due to the City of Ormond Beach is current
- My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

Page 14 of 55

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach
Water and Wastewater Chemicals
Bid 2024-01
BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date

6/21/23
6/30/23
7/14/23

Addendum Number

1
2
3

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Tanner Industries, Inc

VENDOR/CONTRACTOR LICENSE NUMBER: Not Required

ADDRESS: 735 Davisville Road
Southampton, PA 18966

PHONE NO.: (215) 322-1238

EMAIL: (215) 322-7791

SUBMITTER'S NAME: Matt Tanner

(Typed or Printed in Ink)

TITLE: Sales Administrator

AUTHORIZED SIGNATURE: I,  hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	
Corrosion Inhibitor - WTP	Pages 29-30	
High Calcium Bulk Quicklime - WTP	Pages 31-32	
Liquid Carbon Dioxide - WTP	Pages 33-34	
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	
Scale Inhibitor - WTP	Pages 38-40	
Solid Anionic Polymer (3333) - WTP	Pages 41-42	
Hydrofluorosilicic Acid 23% - WTP	Pages 43-44	
Anhydrous Ammonia - WTP	Pages 45-46	✓
Sodium Bisulfite - WRF	Pages 47-48	
Polymer (SE-1188) - WRF	Pages 49-50	
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	
Calcium Hypochlorite	Pages 53-54	

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt. %	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	55 gal/drum	

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

• Polyphosphate/Orthophosphate Blend Ratio	30%/70%
• Active Ingredients (Total PO4)	33% minimum
• Appearance	Clear and slightly hazy
• pH	4 to 7
• Specific Gravity	1.31 to 1.44

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

“CD” with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor’s supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

• Sodium Hypochlorite by weight	≥ 10.85 per cent
• Hypochlorite	≥ 120 g/L
• Iron	< 0.3 mg/L
• Copper	< 0.03 mg/L
• Nickel	< 0.03 mg/L
• Chlorate	< 2,000 mg/L
• Bromate	< 15 mg/L
• Sodium Hydroxide Between	.15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

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

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	gallon	

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1–1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)
Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	300 gallon tote	

**EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS**

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes:
CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: This is a partial list of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@ormondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	pound	

Hydrofluorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydrofluorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydrofluorosilicic Acid provided shall be in accordance with the following general list of physical properties:

- | | |
|-------------------------------------|------------------------------------|
| • Percent mixture as H_2SiF_6 | 22%-24% |
| • Active Ingredients (Fluoride) | 18% minimum |
| • Appearance (Color) | water white and <10 units of color |
| • pH of a 1% solution @ 25degrees C | <2.0 |
| • Specific Gravity | 1.19 to 1.23 |
| • Arsenic concentration, % | 0.001 maximum |
| • Heavy Metals, expressed % as Pb | 0.02 maximum |

Hydrofluorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected product and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

storage constraints is twelve (12) Tons of Hydrofluorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	ton	

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	pound	\$1.1250/lb

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	gallon	

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
POLYMER (Biosolids Dewatering) - approx. 42-48 totes	275 gallon tote	

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- | | |
|--|---------------|
| • Baume: | 35.0 – 37.0 |
| • % Free Al ₂ O ₃ : | 0.01% – 0.20% |
| • % Total Al ₂ O ₃ : | 8.2% – 8.4% |
| • % Total Fe ₂ O ₃ : | 0.3% MAX |
| • Insolubles: | 0.02% MAX |

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	gallon	

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- | | |
|--------------------------------|--|
| • Ca(OCl) ₂ content | 65.0% minimum |
| • Specific Gravity | (H ₂ O=1) 0.98@680F minimum |
| • Appearance | Solid White Granule |

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	100 pound pallet	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter

called Principal) and

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of

_____ Dollars (\$) _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

AGREEMENT FOR THE PROVISION OF CAUSTIC SODA

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Univar Solutions USA, Inc.** ("Contractor"), 8201 S. 212th Street, Kent, WA 98032, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("Water and Wastewater Chemicals", ITB 2024-01) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
 - A. **Authorization for Purchases.**
 1. The purchase of caustic soda will be on an as-needed basis using Purchase Orders for orders exceeding \$2,500.00.
 2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.
 3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.
2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.
3. **Consideration.**
 - A. Contractor shall provide the chemicals at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
 - B. **Cost Adjustments:** Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach Joyce Shanahan, City Manager (copy to City Attorney) 22 South Beach Street Ormond Beach, FL 32174	Univar Solutions USA, Inc. Stacy Ziegler, Municipal Specialist 8201 S. 212 th Street Kent, WA 98032
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10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a)** With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b)** New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c)** If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d)** For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e)** If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 9 day of October, 2023.

Witnesses:

CITY OF ORMOND BEACH

[Signature]
Print Name: Taylor Cochert

By: [Signature]
BILL PARTINGTON
Mayor

[Signature]
Print Name: Lia Misurak

By: _____
JOYCE SHANAHAN
City Manager

DATED this 4 day of October, 2023.

Witnesses:

UNIVAR SOLUTIONS USA, INC.

[Signature]
Print Name: Jennifer M Perros

By: [Signature]
Print Name: Shawn Casey McCarthy
Title: Municipal Commercial Manager

[Signature]
Print Name: Jennifer M Perros

Attest: [Signature]
Print Name: Stacy Ziegler
Title: Municipal Specialist



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Univar Solutions USA, Inc.

Bidder's Mailing Address: 8201 S. 212th St.

City, State, Zip Code: Kent, WA 98032

F.E.I.N or SS Number: 91-1347935

Phone Number: (253) 872-5023

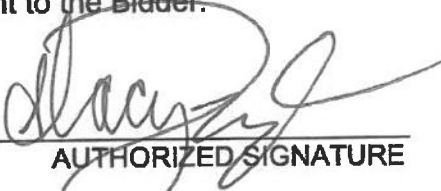
Email: munitteam-west@univarsolutions.com

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

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Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action pertaining to this bid/contract it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.



AUTHORIZED SIGNATURE
Stacy Ziegler

NAME

Municipal Specialist

TITLE

7/26/2023

DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

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**22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174**

(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

Water and Wastewater Chemicals

BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Univar Solutions USA, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Stacy Ziegler

NAME

Municipal Specialist

TITLE

7/26/2023

DATE

City of Ormond Beach

Water and Wastewater Chemicals

BID 2024-01

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Univar Solutions USA, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Stacy Ziegler

NAME (PRINT OR TYPE)

Municipal Specialist

TITLE

7/26/2023

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Univar Solutions USA, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Stacy Ziegler

NAME (PRINT OR TYPE)

7/26/2023

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- Payment of business tax and real property tax due to the City of Ormond Beach is current
- My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

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EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
1	6/21/2023
2	6/30/2023
3	7/14/2023

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Univar Solutions USA, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 8201 S. 212th St., Kent, WA 98032

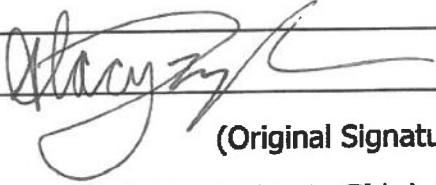
PHONE NO.: (253) 872-5023

EMAIL: muniteam-west@univarsolutions.com

SUBMITTER'S NAME: Stacy Ziegler

(Typed or Printed in Ink)

TITLE: Municipal Specialist

AUTHORIZED SIGNATURE: I,  hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

Page 25 of 55

Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	Yes
Corrosion Inhibitor - WTP	Pages 29-30	No Bid
High Calcium Bulk Quicklime - WTP	Pages 31-32	No Bid
Liquid Carbon Dioxide - WTP	Pages 33-34	No Bid
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	No Bid
Scale Inhibitor - WTP	Pages 38-40	No Bid
Solid Anionic Polymer (3333) - WTP	Pages 41-42	No Bid
Hydroflorosilicic Acid 23% - WTP	Pages 43-44	Yes
Anhydrous Ammonia - WTP	Pages 45-46	No Bid
Sodium Bisulfite - WRF	Pages 47-48	No Bid
Polymer (SE-1188) - WRF	Pages 49-50	No Bid
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	Yes
Calcium Hypochlorite	Pages 53-54	Yes

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt. %	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	55 gal/drum	\$7.15/gal or \$393.25/Drum

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

• Polyphosphate/Orthophosphate Blend Ratio	30%/70%
• Active Ingredients (Total PO4)	33% minimum
• Appearance	Clear and slightly hazy
• pH	4 to 7
• Specific Gravity	1.31 to 1.44

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

"CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	No Bid

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	No Bid

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	No Bid

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

• Sodium Hypochlorite by weight	≥ 10.85 per cent
• Hypochlorite	≥ 120 g/L
• Iron	< 0.3 mg/L
• Copper	< 0.03 mg/L
• Nickel	< 0.03 mg/L
• Chlorate	< 2,000 mg/L
• Bromate	< 15 mg/L
• Sodium Hydroxide Between	.15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

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

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	gallon	No Bid

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1–1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	300 gallon tote	No Bid

EXHIBIT A City of Ormond Beach ACCEPTABLE SCALE INHIBITORS

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes:
CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: This is a partial list of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@ormondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	pound	No Bid

Hydrofluorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydrofluorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydrofluorosilicic Acid provided shall be in accordance with the following general list of physical properties:

- | | |
|-------------------------------------|------------------------------------|
| • Percent mixture as H_2SiF_6 | 22%-24% |
| • Active Ingredients (Fluoride) | 18% minimum |
| • Appearance (Color) | water white and <10 units of color |
| • pH of a 1% solution @ 25degrees C | <2.0 |
| • Specific Gravity | 1.19 to 1.23 |
| • Arsenic concentration, % | 0.001 maximum |
| • Heavy Metals, expressed % as Pb | 0.02 maximum |

Hydrofluorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected product and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

storage constraints is twelve (12) Tons of Hydrofluorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	ton	\$550.00

23% Basis

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	pound	No Bid

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	gallon	No Bid

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
POLYMER (Biosolids Dewatering) - approx. 42-48 totes	275 gallon tote	No Bid

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- | | |
|--|---------------|
| • Baume: | 35.0 – 37.0 |
| • % Free Al ₂ O ₃ : | 0.01% – 0.20% |
| • % Total Al ₂ O ₃ : | 8.2% – 8.4% |
| • % Total Fe ₂ O ₃ : | 0.3% MAX |
| • Insolubles: | 0.02% MAX |

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	gallon	1.1290

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- | | |
|--------------------------------|--|
| • Ca(OCl) ₂ content | 65.0% minimum |
| • Specific Gravity | (H ₂ O=1) 0.98@680F minimum |
| • Appearance | Solid White Granule |

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	100 pound pallet	\$3.96/lb or \$237.60/Drum

60lb Drums, Min of 4 per delivery

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Univar Solutions USA Inc.

(hereinafter

called Principal) and

Travelers Casualty and Surety Company of America

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Connecticut of with its principal offices in the County of

Hartford and authorized to do business in the State of Florida, in the full and just sum of

Five Percent of Total Amount Bid*****

***** Dollars (\$ 5% of TAB*****) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES Bid No. 2024 - 01

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 13th day July, 2023.

Univar Solutions USA Inc.

(Principal)

By:

Julie Halperin, Assistant Secretary

ATTEST:

Travelers Casualty and Surety Company of America

(Surety)

By:

Misty Wright, Attorney-in-Fact

Jenny Moore (SEAL)

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AGREEMENT FOR PROVISION OF CALCIUM HYPOCHLORITE

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Brenntag Mid South, Inc.** ("Contractor"), 250 Central Florida Parkway, Orlando, FL 32824, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("Water and Wastewater Chemicals", ITB 2024-01) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
 - A. **Authorization for Purchases.**
 1. The purchase of calcium hypochlorite will be on an as-needed basis using Purchase Orders for orders exceeding \$2,500.00.
 2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.
 3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.
2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.
3. **Consideration.**
 - A. Contractor shall provide the chemicals at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
 - B. **Cost Adjustments:** Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach Joyce Shanahan, City Manager (copy to City Attorney) 22 South Beach Street Ormond Beach, FL 32174	Brenntag Mid South, Inc. Sara Terry, Municipal Contract Specialist 250 Central Florida Parkway Orlando, FL 32824
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10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of September, 2023.

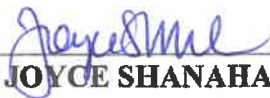
Witnesses:

CITY OF ORMOND BEACH


Print Name: Ashley Clements

By: 
BILL PARTINGTON
Mayor

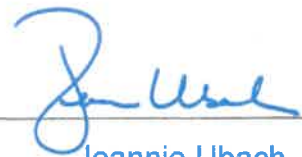

Print Name: Taylor Lochert

By: 
JOYCE SHANAHAN
City Manager

DATED this 20 day of September, 2023.

Witnesses:

BRENNTAG MID SOUTH, INC.


Print Name: Jeannie Ubach

By: 
Print Name: Ray Sibbitt

Title: Director of Mini Bulk / Municipal Development

Melissa Sparrow
Print Name: Melissa Sparrow

Attest: 
Print Name: Sara Terry
Title: Municipal Contract Specialist



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Brenntag Mid South, INC

Bidder's Mailing Address: 250 Central Florida Parkway

City, State, Zip Code: Orlando, FL 32824

F.E.I.N or SS Number: 61-0504545

Phone Number: 828-729-7557

Email: BMS-Bids@Brenntag.com

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

Page 1R of 55

Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action pertaining to this bid/contract it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.



AUTHORIZED SIGNATURE

Sara Terry

NAME

Municipal Contract Specialist

TITLE

7/27/2023

DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

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**22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174**

(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Brenntag Mid South, INC
COMPANY NAME

AUTHORIZED SIGNATURE
Sara Terry
NAME
Municipal Contract Specialist
TITLE
7/27/2023
DATE

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01
CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

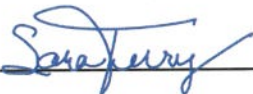
- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Brenntag Mid South, INC

COMPANY NAME



AUTHORIZED SIGNATURE

Sara Terry

NAME (PRINT OR TYPE)

Municipal Contract Specialist

TITLE

7/257/2023

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Brenntag Mid South, INC

COMPANY NAME



AUTHORIZED SIGNATURE

Sara Terry

NAME (PRINT OR TYPE)

7/27/2023

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



N/A

Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- Payment of business tax and real property tax due to the City of Ormond Beach is current
- My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

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EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Brenntag Mid South, Inc.
250 Central Florida Parkway
Orlando, FL 32824

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>June 21, 2023</u>	<u>1</u>
<u>June 30, 2023</u>	<u>2</u>
<u>July 14, 2023</u>	<u>3</u>

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Brenntag Mid South, INC

VENDOR/CONTRACTOR LICENSE NUMBER: 61-0504545

ADDRESS: 250 Central Florida Parkway Orlando, FL 32824

PHONE NO.: 828-729-7557 EMAIL: BMS-Bids@Brenntag.com

SUBMITTER'S NAME: Sara Terry

(Typed or Printed in Ink)

TITLE: Municipal Contract Specialist

AUTHORIZED SIGNATURE: I,  hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	
Corrosion Inhibitor - WTP	Pages 29-30	✓
High Calcium Bulk Quicklime - WTP	Pages 31-32	
Liquid Carbon Dioxide - WTP	Pages 33-34	
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	
Scale Inhibitor - WTP	Pages 38-40	
Solid Anionic Polymer (3333) - WTP	Pages 41-42	
Hydroflorosilicic Acid 23% - WTP	Pages 43-44	
Anhydrous Ammonia - WTP	Pages 45-46	
Sodium Bisulfite - WRF	Pages 47-48	
Polymer (SE-1188) - WRF	Pages 49-50	
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	
Calcium Hypochlorite	Pages 53-54	✓

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt. %	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	55 gal/drum	No Bid

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

• Polyphosphate/Orthophosphate Blend Ratio	30%/70%
• Active Ingredients (Total PO4)	33% minimum
• Appearance	Clear and slightly hazy
• pH	4 to 7
• Specific Gravity	1.31 to 1.44

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

“CD” with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor’s supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	\$12.6770/GAL or \$3,486.369/TOTE

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a “CD” with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor’s supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	No Bid

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	No Bid

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

• Sodium Hypochlorite by weight	≥ 10.85 per cent
• Hypochlorite	≥ 120 g/L
• Iron	< 0.3 mg/L
• Copper	< 0.03 mg/L
• Nickel	< 0.03 mg/L
• Chlorate	< 2,000 mg/L
• Bromate	< 15 mg/L
• Sodium Hydroxide Between	.15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

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

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	gallon	No Bid

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1–1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	300 gallon tote	No Bid

EXHIBIT A City of Ormond Beach ACCEPTABLE SCALE INHIBITORS

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes:
CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: This is a partial list of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@omondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	pound	No Bid

Hydrofluorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydrofluorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydrofluorosilicic Acid provided shall be in accordance with the following general list of physical properties:

- | | |
|-------------------------------------|------------------------------------|
| • Percent mixture as H_2SiF_6 | 22%-24% |
| • Active Ingredients (Fluoride) | 18% minimum |
| • Appearance (Color) | water white and <10 units of color |
| • pH of a 1% solution @ 25degrees C | <2.0 |
| • Specific Gravity | 1.19 to 1.23 |
| • Arsenic concentration, % | 0.001 maximum |
| • Heavy Metals, expressed % as Pb | 0.02 maximum |

Hydrofluorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected product and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

storage constraints is twelve (12) Tons of Hydrofluorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	ton	No Bid

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	pound	No Bid

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	gallon	No Bid

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
POLYMER (Biosolids Dewatering) - approx. 42-48 totes	275 gallon tote	No Bid

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- | | |
|--|---------------|
| • Baume: | 35.0 – 37.0 |
| • % Free Al ₂ O ₃ : | 0.01% – 0.20% |
| • % Total Al ₂ O ₃ : | 8.2% – 8.4% |
| • % Total Fe ₂ O ₃ : | 0.3% MAX |
| • Insolubles: | 0.02% MAX |

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	gallon	No Bid

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- | | |
|--------------------------------|--|
| • Ca(OCl) ₂ content | 65.0% minimum |
| • Specific Gravity | (H ₂ O=1) 0.98@680F minimum |
| • Appearance | Solid White Granule |

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	100 pound pallet	\$1.8940/LB

8 Drum Min Order

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Brenntag Mid-South, Inc.

(hereinafter

called Principal) and

Liberty Mutual Insurance Company

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Massachusetts of with its principal offices in the County of

Suffolk and authorized to do business in the State of Florida, in the full and just sum of five percent (5%) of the amount bid

Dollars (\$ 5%) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 31st day July, 20 23.



WITNESS:
ATTEST:

Carrie Squibbs (SEAL)

Brenntag Mid-South, Inc.

(Principal)

By:

Ryan Heerling, Senior Director Accounting

Liberty Mutual Insurance Company

(Surety)

By:

Debra L. Rineer, Attorney-in-Fact

AGREEMENT FOR THE PROVISION OF CORROSION INHIBITOR

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Carus, LLC** ("Contractor"), 315 5th Street Peru, IL 61354, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("Water and Wastewater Chemicals", ITB 2024-01) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

A. Authorization for Purchases.

1. The purchase of corrosion inhibitor will be on an as-needed basis using Purchase Orders for orders exceeding \$2,500.00.
 2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.
 3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.
2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. **Consideration.**

- A. Contractor shall provide the chemicals at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
- B. **Cost Adjustments:** Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Carus, LLC
M. Chryss Crockett, Sr. VP, CFO
315 5th Street
P.O. Box 599
Peru, IL 61354

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a)** With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30) days'** prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10) days**] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b)** New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c)** If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d)** For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e)** If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this ____ day of _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this ____ day of _____, 2023.

Witnesses:

CARUS, LLC

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Carus LLC

Bidder's Mailing Address: 315 Fifth Street

City, State, Zip Code: Peru, IL 61354

F.E.I.N or SS Number: 36-0877400

Phone Number: 800-435-6856

Email: bids@carusllc.com

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action pertaining to this bid/contract it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.



AUTHORIZED SIGNATURE

M. Chryss Crockett

NAME

SR VP, CFO

TITLE

July 26, 2023

DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

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22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Carus LLC

COMPANY NAME

AUTHORIZED SIGNATURE

M. Chryss Crockett

NAME

SR VP, CFO

TITLE

July 26, 2023

DATE

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01
CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☒ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Carus LLC

COMPANY NAME

M. Chryss Crockett

AUTHORIZED SIGNATURE

M. Chryss Crockett

NAME (PRINT OR TYPE)

SR VP, CFO

TITLE

July 26, 2023

DATE



CARUS LLC LITIGATIONS DURING THE PAST 5 YEARS

- | | |
|------|---|
| 2022 | Specialty Earth Sciences LLC, New Albany, IN
Settled out of court
Settlement – confidential (undisclosed) |
| 2023 | Third party commercial litigation with local homeowners in
La Salle, IL as a result of a fire at the Carus manufacturing plant
in January 2023. |

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Carus LLC

COMPANY NAME



AUTHORIZED SIGNATURE

M. Chryss Crockett/Sr VP,CFO

NAME (PRINT OR TYPE)

July 26, 2023

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>June 21, 2023</u>	<u>1</u>
<u>June 30, 2023</u>	<u>2</u>
<u>July 14, 2023</u>	<u>3</u>

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Carus LLC

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 315 Fifth Street
Peru, IL 61354

PHONE NO.: 800-435-6856

EMAIL: bids@carusllc.com

SUBMITTER'S NAME: M. Chryss Crockett

(Typed or Printed in Ink)

TITLE: SR VP, CFO

AUTHORIZED SIGNATURE: I, M Chryss Crockett hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	
Corrosion Inhibitor - WTP	Pages 29-30	✓
High Calcium Bulk Quicklime - WTP	Pages 31-32	
Liquid Carbon Dioxide - WTP	Pages 33-34	
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	
Scale Inhibitor - WTP	Pages 38-40	
Solid Anionic Polymer (3333) - WTP	Pages 41-42	
Hydrofluorosilicic Acid 23% - WTP	Pages 43-44	
Anhydrous Ammonia - WTP	Pages 45-46	
Sodium Bisulfite - WRF	Pages 47-48	
Polymer (SE-1188) - WRF	Pages 49-50	
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	
Calcium Hypochlorite	Pages 53-54	

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt. %	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	55 gal/drum	

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

- | | |
|---|-------------------------|
| • Polyphosphate/Orthophosphate Blend Ratio | 30%/70% |
| • Active Ingredients (Total PO ₄) | 33% minimum |
| • Appearance | Clear and slightly hazy |
| • pH | 4 to 7 |
| • Specific Gravity | 1.31 to 1.44 |

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

"CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	\$3,103.65/tote

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

• Sodium Hypochlorite by weight	≥ 10.85 per cent
• Hypochlorite	≥ 120 g/L
• Iron	< 0.3 mg/L
• Copper	< 0.03 mg/L
• Nickel	< 0.03 mg/L
• Chlorate	< 2,000 mg/L
• Bromate	< 15 mg/L
• Sodium Hydroxide Between	.15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

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

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	gallon	

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1–1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)
Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	300 gallon tote	

**EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS**

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes:
CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: **This is a partial list** of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@ormondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	pound	

Hydrofluorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydrofluorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydrofluorosilicic Acid provided shall be in accordance with the following general list of physical properties:

- | | |
|-------------------------------------|------------------------------------|
| • Percent mixture as H_2SiF_6 | 22%-24% |
| • Active Ingredients (Fluoride) | 18% minimum |
| • Appearance (Color) | water white and <10 units of color |
| • pH of a 1% solution @ 25degrees C | <2.0 |
| • Specific Gravity | 1.19 to 1.23 |
| • Arsenic concentration, % | 0.001 maximum |
| • Heavy Metals, expressed % as Pb | 0.02 maximum |

Hydrofluorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected product and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

storage constraints is twelve (12) Tons of Hydrofluorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	ton	

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	pound	

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	gallon	

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
POLYMER (Biosolids Dewatering) - approx. 42-48 totes	275 gallon tote	

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- | | |
|--|---------------|
| • Baume: | 35.0 – 37.0 |
| • % Free Al ₂ O ₃ : | 0.01% – 0.20% |
| • % Total Al ₂ O ₃ : | 8.2% – 8.4% |
| • % Total Fe ₂ O ₃ : | 0.3% MAX |
| • Insolubles: | 0.02% MAX |

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	gallon	

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- | | |
|--------------------------------|--|
| • Ca(OCl) ₂ content | 65.0% minimum |
| • Specific Gravity | (H ₂ O=1) 0.98@680F minimum |
| • Appearance | Solid White Granule |

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	100 pound pallet	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we CARUS LLC

(hereinafter
called Principal) and

HARCO NATIONAL INSURANCE COMPANY

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State
Illinois of with its principal offices in the County of
Cook and authorized to do business in the State of Florida, in the full and just sum of
Five Percent of the Total Amount Bid

Dollars (\$ 5% of the Total Amount Bid) good and lawful money of the United States of
America, to be paid upon demand of the CITY OF ORMOND BEACH, Florida, to which payment well and truly to be
made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for
work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check
otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall
within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid
and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner,
and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract
price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City,
then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the
failure of the Principal to comply with any or all of the foregoing requirements within the time specified above,
immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of
America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed
this 11th day July, 20 23.

CARUS LLC

(Principal)

By: Melvin Crockett



ATTEST:

HARCO NATIONAL INSURANCE COMPANY

(Surety)

By: Derek J. Elston

Derek J. Elston, Attorney-In-Fact

Ann Formhals

(SEAL) Ann Formhals

AGREEMENT FOR PROVISION OF POLYMER (BIOSOLIDS DEWATERING)

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Polydyne, Inc.** ("Contractor"), 1 Chemical Plant Road, Riceboro, GA 31323, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("Water and Wastewater Chemicals", ITB 2024-01) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

A. Authorization for Purchases.

1. The purchase of polymer (biosolids dewatering) will be on an as-needed basis using Purchase Orders for orders exceeding \$2,500.00.
 2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.
 3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.
2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. Consideration.

- A. Contractor shall provide the chemicals at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
- B. **Cost Adjustments:** Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach Joyce Shanahan, City Manager (copy to City Attorney) 22 South Beach Street Ormond Beach, FL 32174	Polydyne, Inc. Boyd Stanley, Sr. Vice President 1 Chemical Plant Road Riceboro, GA 31323
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10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a)** With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b)** New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c)** If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d)** For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e)** If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of September, 2023.

Witnesses:

CITY OF ORMOND BEACH

Ashley Clements

Print Name: Ashley Clements

Taylor Lochert

Print Name: Taylor Lochert

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 20 day of September, 2023.

Witnesses:

POLYDYNE, INC.

Peggy Locke

Print Name: Peggy Locke

Sandy Wells

Print Name: Sandy Wells

By: Boyd Stanley

Print Name: Boyd Stanley

Title: Sr. Vice-President

Attest: Mark Schlag

Print Name: Mark Schlag

Title: Vice-President



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Polydyne Inc.

Bidder's Mailing Address: 1 Chemical Plant Road

City, State, Zip Code: Riceboro, GA 31323

F.E.I.N or SS Number: 34-1810283

Phone Number: (800) 848-7659 Opt., 2

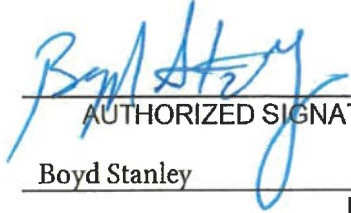
Email: bids@polydyneinc.com

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

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Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action pertaining to this bid/contract it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.



AUTHORIZED SIGNATURE
Boyd Stanley

NAME
Sr. Vice-President

TITLE
7/25/23

DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

Page 7 of 55

22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prt>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

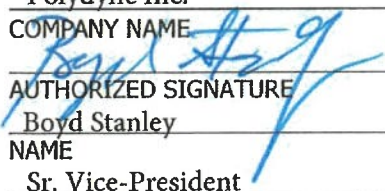
WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Polydyne Inc.

COMPANY NAME


AUTHORIZED SIGNATURE
Boyd Stanley

NAME
Sr. Vice-President

TITLE
7/25/23

DATE

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01
CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

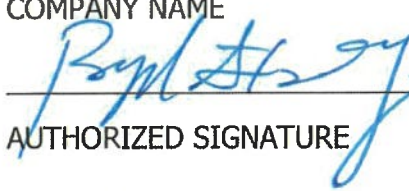
- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Polydyne Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Boyd Stanley

NAME (PRINT OR TYPE)

Sr. Vice-President

TITLE

7/25/23

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

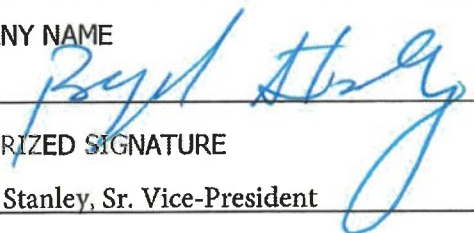
In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Polydyne Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Boyd Stanley, Sr. Vice-President

NAME (PRINT OR TYPE)

7/25/23

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Not Applicable



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>6/21/23</u>	<u>1</u>
<u>6/30/23</u>	<u>2</u>
<u>7/14/23</u>	<u>3</u>

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Polydyne Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: F0000005154

ADDRESS: 1 Chemical Plant Road
Riceboro, GA 31323

PHONE NO.: (800) 848-7659 Opt. 2 EMAIL: bids@polydyneinc.com

SUBMITTER'S NAME: Boyd Stanley

(Typed or Printed in Ink)

TITLE: Sr. Vice-President

AUTHORIZED SIGNATURE: I, Boyd Stanley hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	
Corrosion Inhibitor - WTP	Pages 29-30	
High Calcium Bulk Quicklime - WTP	Pages 31-32	
Liquid Carbon Dioxide - WTP	Pages 33-34	
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	
Scale Inhibitor - WTP	Pages 38-40	
Solid Anionic Polymer (3333) - WTP	Pages 41-42	✓
Hydrofluorosilicic Acid 23% - WTP	Pages 43-44	
Anhydrous Ammonia - WTP	Pages 45-46	
Sodium Bisulfite - WRF	Pages 47-48	
Polymer (SE-1188) - WRF	Pages 49-50	✓
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	
Calcium Hypochlorite	Pages 53-54	

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt. %	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	55 gal/drum	No Bid

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

• Polyphosphate/Orthophosphate Blend Ratio	30%/70%
• Active Ingredients (Total PO4)	33% minimum
• Appearance	Clear and slightly hazy
• pH	4 to 7
• Specific Gravity	1.31 to 1.44

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

"CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	No Bid

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	No Bid

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	No Bid

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

- | | |
|---------------------------------|-----------------------------------|
| • Sodium Hypochlorite by weight | ≥ 10.85 per cent |
| • Hypochlorite | ≥ 120 g/L |
| • Iron | < 0.3 mg/L |
| • Copper | < 0.03 mg/L |
| • Nickel | < 0.03 mg/L |
| • Chlorate | < 2,000 mg/L |
| • Bromate | < 15 mg/L |
| • Sodium Hydroxide Between | .15% by weight and .45% by weight |

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

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

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	gallon	No Bid

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1–1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	300 gallon tote	No Bid

**EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS**

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes:
CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: This is a partial list of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@ormondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CLARIFLOC A-3333P		
SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	pound	\$1.40/Lb.

Hydrofluorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydrofluorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydrofluorosilicic Acid provided shall be in accordance with the following general list of physical properties:

- | | |
|---|------------------------------------|
| • Percent mixture as H_2SiF_6 | 22%-24% |
| • Active Ingredients (Fluoride) | 18% minimum |
| • Appearance (Color) | water white and <10 units of color |
| • pH of a 1% solution @ 25degrees C | <2.0 |
| • Specific Gravity | 1.19 to 1.23 |
| • Arsenic concentration, % | 0.001 maximum |
| • Heavy Metals, expressed % as Pb | 0.02 maximum |

Hydrofluorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected product and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

storage constraints is twelve (12) Tons of Hydrofluorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	ton	No Bid

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

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operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	pound	No Bid

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	gallon	No Bid

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CLARILFOC SE-1188		
POLYMER (Biosolids Dewatering) - approx. 42-48 totes	275 gallon tote	\$11.73/Gal.*

*(8.6 Lbs./Gal. x \$1.38/Lb. = \$11.73/Gal.)

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

• Baume:	35.0 – 37.0
• % Free Al ₂ O ₃ :	0.01% – 0.20%
• % Total Al ₂ O ₃ :	8.2% – 8.4%
• % Total Fe ₂ O ₃ :	0.3% MAX
• Insolubles:	0.02% MAX

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	gallon	No Bid

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- | | |
|--------------------------------|--|
| • Ca(OCl) ₂ content | 65.0% minimum |
| • Specific Gravity | (H ₂ O=1) 0.98@680F minimum |
| • Appearance | Solid White Granule |

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	100 pound pallet	No Bid

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Polydyne Inc.

(One Chemical Plant Road, Riceboro, GA 31323)
called Principal) and

(hereinafter

Liberty Mutual Insurance Company (175 Berkeley Street, Boston, MA 02116)

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Massachusetts of with its principal offices in the County of Suffolk and authorized to do business in the State of Florida, in the full and just sum of \$ Five Percent of Total Amount Bid

Dollars (\$ 5% of Total Amount Bid) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 18th day July, 2023.

Polydyne Inc.

(Principal)

By:

Boyd Stanley, Sr. Vice-President

ATTEST:

Liberty Mutual Insurance Company

(Surety)

By:

Frank Kinnett, Attorney-in-Fact (FL License #P085719)

John Genet, Witness

(SEAL)

AGREEMENT FOR THE PROVISION OF HIGH CALCIUM BULK QUICKLIME

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **LHoist North America of Alabama, LLC** ("Contractor"), 3616 Harden Blvd., #386, Lakeland, FL 33803, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("Water and Wastewater Chemicals", ITB 2024-01) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

A. Authorization for Purchases.

1. The purchase of high calcium bulk quicklime will be on an as-needed basis using Purchase Orders for orders exceeding \$2,500.00.
 2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.
 3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.
2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. Consideration.

- A. Contractor shall provide the chemicals at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
- B. **Cost Adjustments:** Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

**LHoist North America of
Alabama, LLC**
J. Dale James, Sales Manager
3616 Harden Blvd., #386
Lakeland, FL 33803

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a)** With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b)** New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c)** If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d)** For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e)** If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY.

Contractor and Owner expressly waive any claim for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.
25. **Verification of Employment Status Using E-Verify System**
- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
 - (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.
26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Warranties.** Supplier warrants that the product shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. SUPPLIER MAKES NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.

28. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 4 day of October, 2023.

Witnesses:

CITY OF ORMOND BEACH


Print Name: Taylor Lochert

By: 
BILL PARTINGTON
Mayor

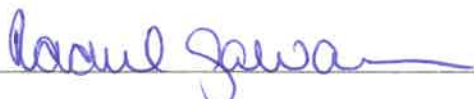

Print Name: Lia Misurale

By: 
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2023.

Witnesses:

**LHOIST NORTH AMERICA OF
ALABAMA, LLC**


Print Name: Rachel GAIWAN

By: 
Print Name: Philipp Niemann
Title: President & CEO

Print Name: _____

Attest: _____

Print Name: _____

Title: _____



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Lhoist North America

Bidder's Mailing Address: 3616 Harden Blvd, #386

City, State, Zip Code: Lakeland, FL 33803

F.E.I.N or SS Number: 63-1002780

Phone Number: 877-644-9010

Email: dale.james@lhoist.com

If returning as "No Bid", please state the reason(s):

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

Page 1R of 55

Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action pertaining to this bid/contract it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.


AUTHORIZED SIGNATURE

J. Dale James
NAME

Sales Manager
TITLE

07/24/2023
DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

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**22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174**

(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prt>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

Water and Wastewater Chemicals

BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Lhoist North America

COMPANY NAME

AUTHORIZED SIGNATURE

J. Dale James

NAME

Sales Manager

TITLE

07/24/2023

DATE

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City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01
CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Lhoist North America

COMPANY NAME

J. Dale James

AUTHORIZED SIGNATURE

J. Dale James

NAME (PRINT OR TYPE)

Sales Manager

TITLE

07/24/2023

DATE

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CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Lhoist North America

COMPANY NAME

AUTHORIZED SIGNATURE

J. Dale James

NAME (PRINT OR TYPE)

07/24/2023

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- Payment of business tax and real property tax due to the City of Ormond Beach is current
- My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____ N/A _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

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EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease

\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date

06/21/2023

06/30/2023

Addendum Number

1

2

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Lhoist North America

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 3616 Harden Blvd, #386, Lakeland, FL 33803

PHONE NO.: 877-644-9010 EMAIL: dale.james@lhoist.com

SUBMITTER'S NAME: J. Dale James

(Typed or Printed in Ink)

TITLE: Sales Manager

AUTHORIZED SIGNATURE: I, J. Dale James hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

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Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	
Corrosion Inhibitor - WTP	Pages 29-30	
High Calcium Bulk Quicklime - WTP	Pages 31-32	✓
Liquid Carbon Dioxide - WTP	Pages 33-34	
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	
Scale Inhibitor - WTP	Pages 38-40	
Solid Anionic Polymer (3333) - WTP	Pages 41-42	
Hydrofluorosilicic Acid 23% - WTP	Pages 43-44	
Anhydrous Ammonia - WTP	Pages 45-46	
Sodium Bisulfite - WRF	Pages 47-48	
Polymer (SE-1188) - WRF	Pages 49-50	
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	
Calcium Hypochlorite	Pages 53-54	

Type text here

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt. %	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	55 gal/drum	No bid

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

• Polyphosphate/Orthophosphate Blend Ratio	30%/70%
• Active Ingredients (Total PO4)	33% minimum
• Appearance	Clear and slightly hazy
• pH	4 to 7
• Specific Gravity	1.31 to 1.44

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

"CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	No bid

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	\$603.32

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	No bid

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

• Sodium Hypochlorite by weight	≥ 10.85 per cent
• Hypochlorite	≥ 120 g/L
• Iron	< 0.3 mg/L
• Copper	< 0.03 mg/L
• Nickel	< 0.03 mg/L
• Chlorate	< 2,000 mg/L
• Bromate	< 15 mg/L
• Sodium Hydroxide Between	.15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

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

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	gallon	No bid

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1-1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	300 gallon tote	No bid

**EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS**

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes:
CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: This is a partial list of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@ormondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	pound	No bid

Hydrofluorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydrofluorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydrofluorosilicic Acid provided shall be in accordance with the following general list of physical properties:

• Percent mixture as H_2SiF_6	22%-24%
• Active Ingredients (Fluoride)	18% minimum
• Appearance (Color)	water white and <10 units of color
• pH of a 1% solution @ 25degrees C	<2.0
• Specific Gravity	1.19 to 1.23
• Arsenic concentration, %	0.001 maximum
• Heavy Metals, expressed % as Pb	0.02 maximum

Hydrofluorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected product and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

storage constraints is twelve (12) Tons of Hydrofluorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	ton	No bid

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	pound	No bid

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	gallon	No bid

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
POLYMER (Biosolids Dewatering) - approx. 42-48 totes	275 gallon tote	No bid

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

• Baume:	35.0 – 37.0
• % Free Al ₂ O ₃ :	0.01% – 0.20%
• % Total Al ₂ O ₃ :	8.2% – 8.4%
• % Total Fe ₂ O ₃ :	0.3% MAX
• Insolubles:	0.02% MAX

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	gallon	No bid

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- | | |
|--------------------------------|--|
| • Ca(OCl) ₂ content | 65.0% minimum |
| • Specific Gravity | (H ₂ O=1) 0.98@680F minimum |
| • Appearance | Solid White Granule |

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	100 pound pallet	No bid

BID BOND 344191- Travelers-23-003

KNOW ALL MEN BY THESE PRESENTS, that we Lhoist North America of Alabama, LLC

(hereinafter
called Principal) and

Travelers Casualty and Surety Company of America

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State
Connecticut of with its principal offices in the County of
Hartford and authorized to do business in the State of Florida, in the full and just sum of
Five Percent of Total Amount Bid

Dollars (\$ 5 % TAB) good and lawful money of the United States of
America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be
made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for
work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

in, and for the City and

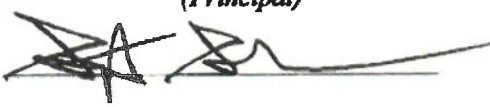
WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check
otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall
within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid
and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner,
and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract
price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City,
then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the
failure of the Principal to comply with any or all of the foregoing requirements within the time specified above,
immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of
America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed
this 25 day July, 20 23.

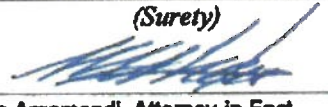
Lhoist North America of Alabama, LLC

(Principal)

By: 

Travelers Casualty and Surety Company of America

(Surety)

By: 

Mario Arzamendi, Attorney-in-Fact

WITNESS:

Witness



Luzmila Valencia (SEAL)

AGREEMENT FOR THE PROVISION OF HYDROFLOROSILICIC ACID

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Univar Solutions USA, Inc.** ("Contractor"), 8201 S. 212th Street, Kent, WA 98032, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("Water and Wastewater Chemicals", ITB 2024-01) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

A. Authorization for Purchases.

1. The purchase of hydroflorosilicic acid will be on an as-needed basis using Purchase Orders for orders exceeding \$2,500.00.
 2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.
 3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.
2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. **Consideration.**

- A. Contractor shall provide the chemicals at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
- B. **Cost Adjustments:** Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach Joyce Shanahan, City Manager (copy to City Attorney) 22 South Beach Street Ormond Beach, FL 32174	Univar Solutions USA, Inc. Stacy Ziegler, Municipal Specialist 8201 S. 212 th Street Kent, WA 98032
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10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a)** With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30) days'** prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10) days]** has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b)** New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c)** If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d)** For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e)** If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 9 day of October, 2023.

Witnesses:

CITY OF ORMOND BEACH

[Signature]
Print Name: Taylor Cochert

By: [Signature]
BILL PARTINGTON
Mayor

[Signature]
Print Name: Lia Misurak

By: _____
JOYCE SHANAHAN
City Manager

DATED this 4 day of October, 2023.

Witnesses:

UNIVAR SOLUTIONS USA, INC.

[Signature]
Print Name: Jennifer M Perros

By: [Signature]
Print Name: Shawn Casey McCarthy
Title: Municipal Commercial Manager

[Signature]
Print Name: Jennifer M Perros

Attest: [Signature]
Print Name: Stacy Ziegler
Title: Municipal Specialist



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Univar Solutions USA, Inc.

Bidder's Mailing Address: 8201 S. 212th St.

City, State, Zip Code: Kent, WA 98032

F.E.I.N or SS Number: 91-1347935

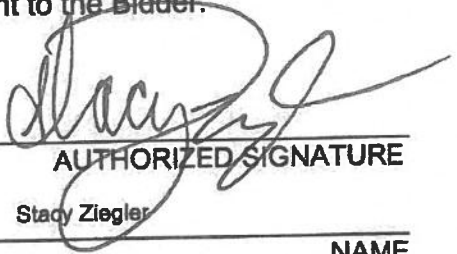
Phone Number: (253) 872-5023

Email: muniteam-west@univarsolutions.com

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action pertaining to this bid/contract it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.



AUTHORIZED SIGNATURE
Stacy Ziegler

NAME

Municipal Specialist

TITLE

7/26/2023

DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

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**22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174**

(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

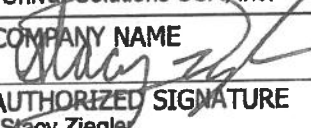
Water and Wastewater Chemicals

BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Unival Solutions USA, Inc.

COMPANY NAME


AUTHORIZED SIGNATURE
Stacy Ziegler

NAME
Municipal Specialist

TITLE
7/26/2023

DATE

City of Ormond Beach

Water and Wastewater Chemicals

BID 2024-01

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Univar Solutions USA, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Stacy Ziegler

NAME (PRINT OR TYPE)

Municipal Specialist

TITLE

7/26/2023

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Univar Solutions USA, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Stacy Ziegler

NAME (PRINT OR TYPE)

7/26/2023

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- Payment of business tax and real property tax due to the City of Ormond Beach is current
- My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

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EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
1	6/21/2023
2	6/30/2023
3	7/14/2023

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Univar Solutions USA, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 8201 S. 212th St., Kent, WA 98032

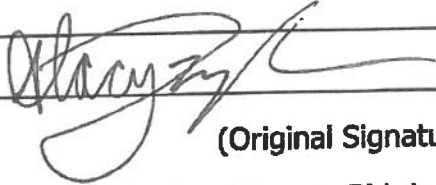
PHONE NO.: (253) 872-5023

EMAIL: munteam-west@univarsolutions.com

SUBMITTER'S NAME: Stacy Ziegler

(Typed or Printed in Ink)

TITLE: Municipal Specialist

AUTHORIZED SIGNATURE: I,  hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

Page 25 of 55

Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	Yes
Corrosion Inhibitor - WTP	Pages 29-30	No Bid
High Calcium Bulk Quicklime - WTP	Pages 31-32	No Bid
Liquid Carbon Dioxide - WTP	Pages 33-34	No Bid
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	No Bid
Scale Inhibitor - WTP	Pages 38-40	No Bid
Solid Anionic Polymer (3333) - WTP	Pages 41-42	No Bid
Hydrofluorosilicic Acid 23% - WTP	Pages 43-44	Yes
Anhydrous Ammonia - WTP	Pages 45-46	No Bid
Sodium Bisulfite - WRF	Pages 47-48	No Bid
Polymer (SE-1188) - WRF	Pages 49-50	No Bid
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	Yes
Calcium Hypochlorite	Pages 53-54	Yes

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt. %	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	55 gal/drum	\$7.15/gal or \$393.25/Drum

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

• Polyphosphate/Orthophosphate Blend Ratio	30%/70%
• Active Ingredients (Total PO4)	33% minimum
• Appearance	Clear and slightly hazy
• pH	4 to 7
• Specific Gravity	1.31 to 1.44

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

"CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	No Bid

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	No Bid

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	No Bid

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

• Sodium Hypochlorite by weight	≥ 10.85 per cent
• Hypochlorite	≥ 120 g/L
• Iron	< 0.3 mg/L
• Copper	< 0.03 mg/L
• Nickel	< 0.03 mg/L
• Chlorate	< 2,000 mg/L
• Bromate	< 15 mg/L
• Sodium Hydroxide Between	.15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

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

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	gallon	No Bid

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1–1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	300 gallon tote	No Bid

EXHIBIT A City of Ormond Beach ACCEPTABLE SCALE INHIBITORS

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes:
CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: This is a partial list of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@ormondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	pound	No Bid

Hydrofluorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydrofluorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydrofluorosilicic Acid provided shall be in accordance with the following general list of physical properties:

- | | |
|-------------------------------------|------------------------------------|
| • Percent mixture as H_2SiF_6 | 22%-24% |
| • Active Ingredients (Fluoride) | 18% minimum |
| • Appearance (Color) | water white and <10 units of color |
| • pH of a 1% solution @ 25degrees C | <2.0 |
| • Specific Gravity | 1.19 to 1.23 |
| • Arsenic concentration, % | 0.001 maximum |
| • Heavy Metals, expressed % as Pb | 0.02 maximum |

Hydrofluorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected product and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

storage constraints is twelve (12) Tons of Hydrofluorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	ton	\$550.00

23% Basis

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	pound	No Bid

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	gallon	No Bid

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
POLYMER (Biosolids Dewatering) - approx. 42-48 totes	275 gallon tote	No Bid

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- | | |
|--|---------------|
| • Baume: | 35.0 – 37.0 |
| • % Free Al ₂ O ₃ : | 0.01% – 0.20% |
| • % Total Al ₂ O ₃ : | 8.2% – 8.4% |
| • % Total Fe ₂ O ₃ : | 0.3% MAX |
| • Insolubles: | 0.02% MAX |

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	gallon	1.1290

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- | | |
|--------------------------------|--|
| • Ca(OCl) ₂ content | 65.0% minimum |
| • Specific Gravity | (H ₂ O=1) 0.98@680F minimum |
| • Appearance | Solid White Granule |

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	100 pound pallet	\$3.96/lb or \$237.60/Drum

60lb Drums, Min of 4 per delivery

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Univar Solutions USA Inc.

(hereinafter

called Principal) and

Travelers Casualty and Surety Company of America

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Connecticut of with its principal offices in the County of Hartford and authorized to do business in the State of Florida, in the full and just sum of

Five Percent of Total Amount Bid*****

***** Dollars (\$5% of TAB*****) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES Bid No. 2024 - 01

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 13th day July, 2023.

Univar Solutions USA Inc.

(Principal)

By:

Julie Halperin, Assistant Secretary

ATTEST:

Travelers Casualty and Surety Company of America

(Surety)

By:

Misty Wright, Attorney-in-Fact

Jenny Moore (SEAL)

AGREEMENT FOR THE PROVISION OF LIQUID ALUMINUM SULFATE

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Chemtrade Chemicals US, LLC** ("Contractor"), 90 East Halsey Road, Parsippany, NJ 07054, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("Water and Wastewater Chemicals", ITB 2024-01) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
 - A. **Authorization for Purchases.**
 1. The purchase of liquid aluminum sulfate will be on an as-needed basis using Purchase Orders for orders exceeding \$2,500.00.
 2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.
 3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.
2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.
3. **Consideration.**
 - A. Contractor shall provide the chemicals at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
 - B. **Cost Adjustments:** Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach Joyce Shanahan, City Manager (copy to City Attorney) 22 South Beach Street Ormond Beach, FL 32174	Chemtrade Chemicals US, LLC Elizabeth Ryno, Marketing Specialist 90 East Halsey Road Parsippany, NJ 07054
---	---
10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a)** With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30) days'** prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10) days]** has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b)** New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c)** If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d)** For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e)** If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of September, 2023.

Witnesses:

CITY OF ORMOND BEACH

Ash

Print Name: Ashley Clements

By: Bill Partington
BILL PARTINGTON
Mayor

Taylor

Print Name: Taylor Lechert

By: Joyce
JOYCE SHANAHAN
City Manager

DATED this 13 day of SEPTEMBER, 2023.

Witnesses:

CHEMTRADE CHEMICALS US, LLC

Pamela Morton

Print Name: PAM MORTON

By: Elizabeth Ryno

Print Name: ELIZABETH RYNO

Title: MARKETING SPECIALIST

Loanne Parr

Print Name: LOANNE PARR

Attest: Parul Kachhia Patel

Print Name: PARUL KACHHIA-PATEL

Title: MARKETING SPECIALIST

Exhibit "A"



City of Ormond Beach

22 South Beach Street

Ormond Beach, Florida 32174

Telephone (386) 676-3223

Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: CHEMTRADE CHEMICALS US LLC

Bidder's Mailing Address: 90 EAST HALSEY ROAD, SUITE 200

City, State, Zip Code: PARSIPPANY, NJ 07054

F.E.J.N or SS Number: 74-3104940

Phone Number: 800-441-2659

Email: bids@chemtradelogistics.com

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

Page 1R of 55

Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action pertaining to this bid/contract it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.



AUTHORIZED SIGNATURE

ELIZABETH RYNO

NAME

MARKETING SPECIALIST

TITLE

JULY 20, 2023

DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

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**22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311**

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

Water and Wastewater Chemicals

BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

CHEMTRADE CHEMICALS US LLC

COMPANY NAME

AUTHORIZED SIGNATURE

ELIZABETH RYNO

NAME

MARKETING SPECIALIST

TITLE

JULY 5, 2023

DATE

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01
CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☒ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

CHEMTRADE CHEMICALS US LLC

COMPANY NAME



AUTHORIZED SIGNATURE

ELIZABETH RYNO

NAME (PRINT OR TYPE)

MARKETING SPECIALIST

TITLE

JULY 5, 2023

DATE



90 East Halsey Road
Parsippany, NJ 07054
Phone: 800-441-2659
Fax: 973-515-4461
www.chemtradelogistics.com

City of Ormond Beach, FL
Bid Number: 2024-01 – Water & Wastewater Chemicals
Bid Opening: July 31, 2023 @ 2:00 p.m.

LITIGATION STATEMENT

- I. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC ("Chemtrade"), and certain of its affiliates had been named as defendants in several litigations in federal district court for the District of New Jersey, alleging anticompetitive conduct and related claims with respect to the sale of liquid aluminum sulfate. The named plaintiffs in these actions included U.S. municipalities, and certain private entities. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and certain of its affiliates, were also named defendants in certain state qui tam lawsuits filed by an ex-employee, alleging, among other claims, violations of false claims act statutes, based on the same general conduct alleged in the New Jersey actions. All the aforementioned actions have been resolved without any admission of liability or guilt and are no longer pending.

General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and its affiliates and current officers, directors and employees, have not been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. In connection with the subject matter of these legal proceedings, one ex-employee was indicted (but the indictment was subsequently dismissed) and another pled guilty to a violation of the Sherman Act. However, these employees were terminated in 2011 and 2010 respectively and have not been associated with the company since that time.

- II. James and Heather Harrington vs. Chemtrade Chemicals US LLC [and other defendants], filed December 22, 2021 – State Court of Gwinnett County, State of Georgia. Plaintiffs allege that Mr. Harrington's chemical burns were a result of Chemtrade's negligence. There has been no finding of negligence on Chemtrade's part. Case is pending.
- III. Herbert Herring vs. Chemtrade Chemicals US LLC [and other defendants], filed January 27, 2023 – St. Clair County Court, State of Illinois. Plaintiff alleges that his exposure to asbestos was from his father, who is alleged to be a former chemical worker at General Chemical (now Chemtrade Chemicals US LLC) plant in Washington Park, IL. There is no evidence of Plaintiff's father's employment with General Chemical and Chemtrade's connection to the case is still unclear. Case is pending.
- IV. Terry and Carolyn Bodiford vs. Chemtrade Chemicals US LLC [and approximately 50+ other defendants], February 19, 2019 - Madison County, 3rd Judicial Circuit Court, IL. Plaintiffs allege that the exposure to asbestos resulted in Mr. Bodiford's mesothelioma. Chemtrade's connection to the case was unclear and the case was dismissed July 22, 2021.
- V. Chemtrade Chemicals US LLC vs. Fibrant, LLC, Fibrant B.V. and Chemicainvest Holding B.V., September 23, 2016 - Superior Court of Gwinnett County, Georgia. Chemtrade as plaintiff filed for damages relating to breach of contract. Case still pending.
- VI. Other non-material litigation, administrative proceedings, arbitrations or processes ("Litigation") are in the ordinary course of Chemtrade's business. None of these Litigation matters have a material adverse impact on ability to carry out its obligations under the applicable bid, if awarded the contract.

If you require any other additional information, please feel free to contact me.

Sincerely,

Elizabeth Ryno, Marketing Specialist

Ph: (973) 515-1858 / Email: bids@chemtradelogistics.com

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

CHEMTRADE CHEMICALS US LLC

COMPANY NAME



AUTHORIZED SIGNATURE

ELIZABETH RYNO, MARKETING SPECIALIST

NAME (PRINT OR TYPE)

JULY 5, 2023

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

**** NOT APPLICABLE ****



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

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EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:**

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

**\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations**

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c)** Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d)** Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e)** Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f)** Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date

JUNE 21, 2023

JUNE 30, 2023

JULY 14, 2023

Addendum Number

(1) ONE

(2) TWO

(3) THREE

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: CHEMTRADE CHEMICALS US LLC

VENDOR/CONTRACTOR LICENSE NUMBER: N/A (NOT A LOCAL BUSINESS)

ADDRESS: 90 EAST HALSEY ROAD, SUITE 200

PARSIPPANY, NJ 07054

PHONE NO.: 800-441-2659

EMAIL: bids@chemtradelogistics.com

SUBMITTER'S NAME: ELIZABETH RYNO

(Typed or Printed in Ink)

TITLE: MARKETING SPECIALIST

AUTHORIZED SIGNATURE: I, Elizabeth Ryno hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

Page 25 of 55

Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	
Corrosion Inhibitor - WTP	Pages 29-30	
High Calcium Bulk Quicklime - WTP	Pages 31-32	
Liquid Carbon Dioxide - WTP	Pages 33-34	
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	
Scale Inhibitor - WTP	Pages 38-40	
Solid Anionic Polymer (3333) - WTP	Pages 41-42	
Hydrofluorosilicic Acid 23% - WTP	Pages 43-44	
Anhydrous Ammonia - WTP	Pages 45-46	
Sodium Bisulfite - WRF	Pages 47-48	
Polymer (SE-1188) - WRF	Pages 49-50	
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	x
Calcium Hypochlorite	Pages 53-54	

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt. %	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	55 gal/drum	NO BID

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

• Polyphosphate/Orthophosphate Blend Ratio	30%/70%
• Active Ingredients (Total PO4)	33% minimum
• Appearance	Clear and slightly hazy
• pH	4 to 7
• Specific Gravity	1.31 to 1.44

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

"CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	NO BID

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	NO BID

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	NO BID

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

• Sodium Hypochlorite by weight	≥ 10.85 per cent
• Hypochlorite	≥ 120 g/L
• Iron	< 0.3 mg/L
• Copper	< 0.03 mg/L
• Nickel	< 0.03 mg/L
• Chlorate	< 2,000 mg/L
• Bromate	< 15 mg/L
• Sodium Hydroxide Between	.15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

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

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	gallon	NO BID

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1-1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	300 gallon tote	NO BID

**EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS**

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes:
CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: This is a partial list of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@ormondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	pound	NO BID

Hydrofluorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydrofluorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydrofluorosilicic Acid provided shall be in accordance with the following general list of physical properties:

• Percent mixture as H_2SiF_6	22%-24%
• Active Ingredients (Fluoride)	18% minimum
• Appearance (Color)	water white and <10 units of color
• pH of a 1% solution @ 25degrees C	<2.0
• Specific Gravity	1.19 to 1.23
• Arsenic concentration, %	0.001 maximum
• Heavy Metals, expressed % as Pb	0.02 maximum

Hydrofluorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected product and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

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storage constraints is twelve (12) Tons of Hydrofluorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	ton	NO BID

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

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operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	pound	NO BID

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	gallon	NO BID

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
POLYMER (Biosolids Dewatering) - approx. 42-48 totes	275 gallon tote	NO BID

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- | | |
|--|---------------|
| • Baume: | 35.0 – 37.0 |
| • % Free Al ₂ O ₃ : | 0.01% – 0.20% |
| • % Total Al ₂ O ₃ : | 8.2% – 8.4% |
| • % Total Fe ₂ O ₃ : | 0.3% MAX |
| • Insolubles: | 0.02% MAX |

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	gallon	*\$1.008

*FOR CONVERSION PURPOSE ONLY, PRICE EQUATES TO \$371.00/DRY TON.

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- | | |
|--------------------------------|--|
| • Ca(OCl) ₂ content | 65.0% minimum |
| • Specific Gravity | (H ₂ O=1) 0.98@680F minimum |
| • Appearance | Solid White Granule |

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	100 pound pallet	NO BID

Bond No. CHEM7-13-23-1

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

Chemtrade Chemicals US LLC (hereinafter
called *Principal*) and

Berkley Insurance Company
(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State
Delaware of with its principal offices in the County of
Fairfield and authorized to do business in the State of Florida, in the full and just sum of
Five Percent of the Amount Bid

Dollars (\$ 5%) good and lawful money of the United States of
America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be
made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for
work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check
otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall
within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid
and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner,
and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract
price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City,
then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the
failure of the Principal to comply with any or all of the foregoing requirements within the time specified above,
immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of
America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed
this 13th day July, 2023.

Chemtrade Chemicals US LLC
(Principal)

By:

Elizabeth Ryno
Elizabeth Ryno, Marketing Specialist

ATTEST:

Berkley Insurance Company
(Surety)

By:

Renee A. Manny
Renee A. Manny, Attorney-in-Fact

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AGREEMENT FOR THE PROVISION OF LIQUID SODIUM HYPOCHLORITE

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Odyssey Manufacturing Co.** ("Contractor"), 1484 Massaro Blvd., Tampa, FL 33619, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("Water and Wastewater Chemicals", ITB 2024-01) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

A. **Authorization for Purchases.**

1. The purchase of liquid sodium hypochlorite will be on an as-needed basis using Purchase Orders for orders exceeding \$2,500.00.
 2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.
 3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.
2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. **Consideration.**

- A. Contractor shall provide the chemicals at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
- B. **Cost Adjustments:** Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Odyssey Manufacturing Co.
Patrick Allman, General Manager
1484 Massaro Blvd.
Tampa, FL 33619

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of September, 2023.

Witnesses:



Print Name: Ashley Clements



Print Name: Taylor Lochert

CITY OF ORMOND BEACH

By: 
BILL PARTINGTON
Mayor

By: 
JOYCE SHAHAN
City Manager

DATED this 20 day of September, 2023.

Witnesses:



Print Name: Walter Trappo

ODYSSEY MANUFACTURING CO.

By: 

Print Name: Patrick H. Altman
Title: General Manager


Print Name: Rick Bartell

Attest: 
Print Name: Stephen Sidelko
Title: Secretary



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Odyssey Manufacturing Company

Bidder's Mailing Address: 1484 Massaro Blvd.

City, State, Zip Code: Tampa, FL 33619

F.E.I.N or SS Number: 65-0846345

Phone Number: 813/635-0339

Email: pallman@odysseymanufacturing.com

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

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Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action pertaining to this bid/contract it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.



AUTHORIZED SIGNATURE

Odyssey Manufacturing Company

NAME

General Manager

TITLE

7/20/23

DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

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22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

Water and Wastewater Chemicals

BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Odyssey Manufacturing Company

COMPANY NAME

AUTHORIZED SIGNATURE

Patrick Allman

NAME

General Manager

TITLE

7/20/23

DATE

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City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01
CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Odyssey Manufacturing Company

COMPANY NAME



AUTHORIZED SIGNATURE

Patrick Allman

NAME (PRINT OR TYPE)

General Manager

TITLE

7/20/23

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Odyssey Manufacturing Company

COMPANY NAME

AUTHORIZED SIGNATURE

Patrick Allman

NAME (PRINT OR TYPE)

7/20/23

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- Payment of business tax and real property tax due to the City of Ormond Beach is current
- My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>1 (6/21/2023)</u>	<u>1</u>
<u>2 (6/30/2023)</u>	<u>2</u>
<u>3 (7/14/2023)</u>	<u>3</u>

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Odyssey Manufacturing Company

VENDOR/CONTRACTOR LICENSE NUMBER: 00C1516698/CFC057182

ADDRESS: 1484 Massaro Blvd.

Tampa, FL 33619

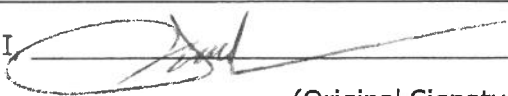
PHONE NO.: 813/635-0339

EMAIL: pallman@odysseymanufacturing.com

SUBMITTER'S NAME: Patrick Allman

(Typed or Printed in Ink)

TITLE: General Manager

AUTHORIZED SIGNATURE: I  hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach
Water and Wastewater Chemicals
Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

Page 25 of 55

Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	
Corrosion Inhibitor - WTP	Pages 29-30	
High Calcium Bulk Quicklime - WTP	Pages 31-32	
Liquid Carbon Dioxide - WTP	Pages 33-34	
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	
Scale Inhibitor - WTP	Pages 38-40	
Solid Anionic Polymer (3333) - WTP	Pages 41-42	
Hydrofluorosilicic Acid 23% - WTP	Pages 43-44	
Anhydrous Ammonia - WTP	Pages 45-46	
Sodium Bisulfite - WRF	Pages 47-48	
Polymer (SE-1188) - WRF	Pages 49-50	
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	
Calcium Hypochlorite	Pages 53-54	

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt. %	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	55 gal/drum	

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

• Polyphosphate/Orthophosphate Blend Ratio	30%/70%
• Active Ingredients (Total PO4)	33% minimum
• Appearance	Clear and slightly hazy
• pH	4 to 7
• Specific Gravity	1.31 to 1.44

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

“CD” with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor’s supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

- | | |
|---------------------------------|-----------------------------------|
| • Sodium Hypochlorite by weight | ≥ 10.85 per cent |
| • Hypochlorite | ≥ 120 g/L |
| • Iron | < 0.3 mg/L |
| • Copper | < 0.03 mg/L |
| • Nickel | < 0.03 mg/L |
| • Chlorate | < 2,000 mg/L |
| • Bromate | < 15 mg/L |
| • Sodium Hydroxide Between | .15% by weight and .45% by weight |

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

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

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	gallon	\$1.69

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1–1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	300 gallon tote	

**EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS**

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes:
CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: **This is a partial list** of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@ormondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	pound	

Hydrofluorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydrofluorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydrofluorosilicic Acid provided shall be in accordance with the following general list of physical properties:

• Percent mixture as H_2SiF_6	22%-24%
• Active Ingredients (Fluoride)	18% minimum
• Appearance (Color)	water white and <10 units of color
• pH of a 1% solution @ 25degrees C	<2.0
• Specific Gravity	1.19 to 1.23
• Arsenic concentration, %	0.001 maximum
• Heavy Metals, expressed % as Pb	0.02 maximum

Hydrofluorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected product and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

storage constraints is twelve (12) Tons of Hydrofluorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	ton	

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	pound	

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	gallon	\$ 2.42

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
POLYMER (Biosolids Dewatering) - approx. 42-48 totes	275 gallon tote	

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- | | |
|--|---------------|
| • Baume: | 35.0 – 37.0 |
| • % Free Al ₂ O ₃ : | 0.01% – 0.20% |
| • % Total Al ₂ O ₃ : | 8.2% – 8.4% |
| • % Total Fe ₂ O ₃ : | 0.3% MAX |
| • Insolubles: | 0.02% MAX |

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	gallon	

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- | | |
|--------------------------------|--|
| • Ca(OCl) ₂ content | 65.0% minimum |
| • Specific Gravity | (H ₂ O=1) 0.98@680F minimum |
| • Appearance | Solid White Granule |

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the Insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	100 pound pallet	

Bond Number: N/A

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Odyssey Manufacturing Company

1484 Massaro Blvd., Tampa, FL 33619

called Principal) and

(hereinafter

Travelers Casualty and Surety Company of America

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of CT

with its principal offices in the County of Hillsborough and authorized to do business in the State of Florida, in the full and just sum of Five Percent of Total Amount Bid in U.S. Dollars -----

----- Dollars (\$ 5% -----) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

in, and for the City and

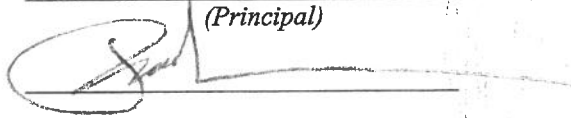
WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 31st day July, 20 23.

Odyssey Manufacturing Company

(Principal)

By: 

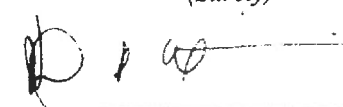
ATTEST:



(SEAL)

Travelers Casualty and Surety Company of America

(Surety)

By: 

David B. Shick, Attorney-In-Fact &
Licensed FL Resident Agent #A241176



Page 55 of 55

AGREEMENT FOR PROVISION OF SCALE INHIBITOR

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Amaya Solutions, Inc. d/b/a American Water Chemicals** ("Contractor"), 1802 Corporate Center Lane, Plant City, FL 33463, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("Water and Wastewater Chemicals", ITB 2024-01) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
 - A. **Authorization for Purchases.**
 1. The purchase of scale inhibitor will be on an as-needed basis using Purchase Orders for orders exceeding \$2,500.00.
 2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.
 3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.
2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.
3. **Consideration.**
 - A. Contractor shall provide the chemicals at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
 - B. **Cost Adjustments:** Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".

5. **Termination of Agreement.**

(a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

(b) This Agreement may not be terminated by the Contractor.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Amaya Solutions, Inc.
d/b/a American Water Chemicals
Rudy Canezo, Treasurer
1802 Corporate Center Lane
Plant City, FL 33563

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. Verification of Employment Status Using E-Verify System

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

- 26. No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

- 27. Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 4 day of October, 2023.

Witnesses:

CITY OF ORMOND BEACH

[Signature]

Print Name: Taylor Lochert

By: [Signature]
BILL PARTINGTON
Mayor

[Signature]

Print Name: Lia Misurak

By: [Signature]
JOYCE SHANAHAN
City Manager

DATED this 4 day of October, 2023.

Witnesses:

AMAYA SOLUTIONS, INC.
d/b/a American Water Chemicals

[Signature]

Print Name: DIVINA LATENESSE

By: [Signature]

Print Name: RUPY CAREZO

Title: TREASURER

[Signature]

Print Name: _____

Attest: [Signature]

Print Name: Tony deAlmeida

Title: Operations Manager



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: AMAYA SOLUTIONS, INC. DBA AMERICAN WATER CHEMICALS

Bidder's Mailing Address: 1802 CORPORATE CENTER LANE

City, State, Zip Code: PLANT CITY FL 33463

F.E.I.N or SS Number: 84-4097612

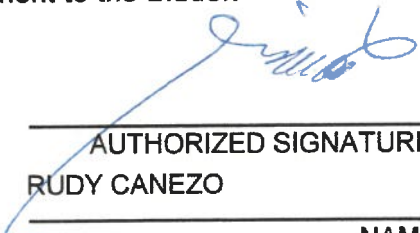
Phone Number: (813) 246-5448

Email: CUSTOMERSERVICE@MEMBRANECHEMICALS.COM

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action pertaining to this bid/contract it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.



AUTHORIZED SIGNATURE
RUDY CANEZO

NAME

TREASURER

TITLE

07/19/2023

DATE

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REVIEWED

By Tony de Almeida at 10:51 am, Jul 19, 2023

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

Page 7 of 55

22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Amaya Solutions, Inc. DBA American Water Chemicals

COMPANY NAME

AUTHORIZED SIGNATURE

Rudy Cañez

NAME

Treasurer

TITLE

07/19/2023

DATE

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01
CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

AMAYA SOLUTIONS, INC. DBA AMERICAN WATER CHEMICALS

COMPANY NAME

AUTHORIZED SIGNATURE

RUDY CANEZO

NAME (PRINT OR TYPE)

TREASURER

TITLE

07/19/2023

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AMAYA SOLUTIONS, INC. DBA AMERICAN WATER CHEMICALS

COMPANY NAME

AUTHORIZED SIGNATURE

RUDY CANEZO

NAME (PRINT OR TYPE)

07/19/2023

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- Payment of business tax and real property tax due to the City of Ormond Beach is current
- My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

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EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach
Water and Wastewater Chemicals
Bid 2024-01
BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>06/21/2023</u>	<u>1</u>
<u>06/30/2023</u>	<u>2</u>
<u>07/14/2023</u>	<u>3</u>

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: AMAYA SOLUTIONS, INC. DBA AMERICAN WATER CHEMICALS

VENDOR/CONTRACTOR LICENSE NUMBER: NOT APPLICABLE

ADDRESS: 1802 CORPORATE CENTER LANE, PLANT CITY FL 33563

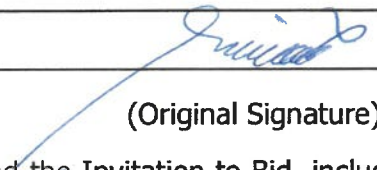
PHONE NO.: (813) 246-5448

EMAIL: CUSTOMERSERVICE@MEMBRANECHEMICALS.COM

SUBMITTER'S NAME: RUDY CANEZO

(Typed or Printed in Ink)

TITLE: TREASURER

AUTHORIZED SIGNATURE: I,  hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

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Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	NO BID
Corrosion Inhibitor - WTP	Pages 29-30	YES
High Calcium Bulk Quicklime - WTP	Pages 31-32	NO BID
Liquid Carbon Dioxide - WTP	Pages 33-34	NO BID
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	NO BID
Scale Inhibitor - WTP	Pages 38-40	YES
Solid Anionic Polymer (3333) - WTP	Pages 41-42	NO BID
Hydroflorosilicic Acid 23% - WTP	Pages 43-44	NO BID
Anhydrous Ammonia - WTP	Pages 45-46	NO BID
Sodium Bisulfite - WRF	Pages 47-48	NO BID
Polymer (SE-1188) - WRF	Pages 49-50	NO BID
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	NO BID
Calcium Hypochlorite	Pages 53-54	NO BID

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt. %	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	55 gal/drum	NO BID

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

• Polyphosphate/Orthophosphate Blend Ratio	30%/70%
• Active Ingredients (Total PO4)	33% minimum
• Appearance	Clear and slightly hazy
• pH	4 to 7
• Specific Gravity	1.31 to 1.44

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

"CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	\$3,360.00/tote

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	NO BID

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	NO BID

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

- | | |
|---------------------------------|-----------------------------------|
| • Sodium Hypochlorite by weight | ≥ 10.85 per cent |
| • Hypochlorite | ≥ 120 g/L |
| • Iron | < 0.3 mg/L |
| • Copper | < 0.03 mg/L |
| • Nickel | < 0.03 mg/L |
| • Chlorate | < 2,000 mg/L |
| • Bromate | < 15 mg/L |
| • Sodium Hydroxide Between | .15% by weight and .45% by weight |

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

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

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	gallon	NO BID

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1-1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	300 275 gallon tote	\$3,014.50/tote

**EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS**

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes:
CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: This is a partial list of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@ormondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	pound	NO BID

Hydrofluorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydrofluorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydrofluorosilicic Acid provided shall be in accordance with the following general list of physical properties:

- | | |
|-------------------------------------|------------------------------------|
| • Percent mixture as H_2SiF_6 | 22%-24% |
| • Active Ingredients (Fluoride) | 18% minimum |
| • Appearance (Color) | water white and <10 units of color |
| • pH of a 1% solution @ 25degrees C | <2.0 |
| • Specific Gravity | 1.19 to 1.23 |
| • Arsenic concentration, % | 0.001 maximum |
| • Heavy Metals, expressed % as Pb | 0.02 maximum |

Hydrofluorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected product and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

storage constraints is twelve (12) Tons of Hydrofluorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	ton	NO BID

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	pound	NO BID

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	gallon	NO BID

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
POLYMER (Biosolids Dewatering) - approx. 42-48 totes	275 gallon tote	NO BID

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- | | |
|--|---------------|
| • Baume: | 35.0 – 37.0 |
| • % Free Al ₂ O ₃ : | 0.01% – 0.20% |
| • % Total Al ₂ O ₃ : | 8.2% – 8.4% |
| • % Total Fe ₂ O ₃ : | 0.3% MAX |
| • Insolubles: | 0.02% MAX |

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	gallon	NO BID

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- | | |
|--------------------------------|--|
| • Ca(OCl) ₂ content | 65.0% minimum |
| • Specific Gravity | (H ₂ O=1) 0.98@680F minimum |
| • Appearance | Solid White Granule |

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	100 pound pallet	NO BID

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ (hereinafter
called *Principal*) and

_____ (hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State
_____ of with its principal offices in the County of
_____ and authorized to do business in the State of Florida, in the full and just sum of

_____ Dollars (\$ _____) good and lawful money of the United States of
America, to be paid upon demand of the _____, Florida, to which payment well and truly to be
made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for
work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check
otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall
within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid
and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner,
and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract
price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City,
then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the
failure of the Principal to comply with any or all of the foregoing requirements within the time specified above,
immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of
America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed
this _____ day _____, 20_____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

AGREEMENT FOR PROVISION OF SOLID ANIONIC POLYMER

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Polydyne, Inc.** ("Contractor"), 1 Chemical Plant Road, Riceboro, GA 31323, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("Water and Wastewater Chemicals", ITB 2024-01) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

A. Authorization for Purchases.

1. The purchase of solid anionic polymer will be on an as-needed basis using Purchase Orders for orders exceeding \$2,500.00.
 2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.
 3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.
2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.

3. Consideration.

- A. Contractor shall provide the chemicals at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
- B. **Cost Adjustments:** Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".

5. **Termination of Agreement.**

(a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

(b) This Agreement may not be terminated by the Contractor.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Polydyne, Inc.
Boyd Stanley, Sr. Vice President
1 Chemical Plant Road
Riceboro, GA 31323

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a)** With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b)** New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c)** If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d)** For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e)** If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

- (f) **Policies of Insurance**
1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. Verification of Employment Status Using E-Verify System

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

- 26. No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

- 27. Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of September, 2023.

Witnesses:

CITY OF ORMOND BEACH

Ashley Clements

Print Name: Ashley Clements

Taylor Lochert

Print Name: Taylor Lochert

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 20 day of September, 2023.

Witnesses:

POLYDYNE, INC.

Peggy Locke

Print Name: Peggy Locke

Sandy Wells

Print Name: Sandy Wells

By: Boyd Stanley

Print Name: Boyd Stanley

Title: Sr. Vice-President

Attest: Mark Schlag

Print Name: Mark Schlag

Title: Vice-President



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Polydyne Inc.

Bidder's Mailing Address: 1 Chemical Plant Road

City, State, Zip Code: Riceboro, GA 31323

F.E.I.N or SS Number: 34-1810283

Phone Number: (800) 848-7659 Opt. 2

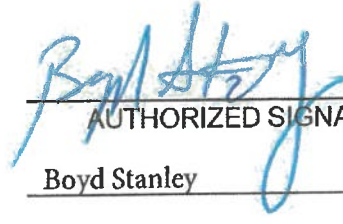
Email: bids@polydyneinc.com

If returning as "No Bid", please state the reason(s):

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

Page 1R of 55

Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action pertaining to this bid/contract it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.



AUTHORIZED SIGNATURE
Boyd Stanley

NAME

Sr. Vice-President

TITLE

7/25/23

DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

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**22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311**

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prt>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

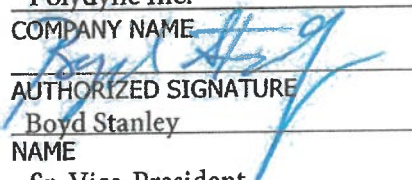
VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Polydyne Inc.
COMPANY NAME

AUTHORIZED SIGNATURE
Boyd Stanley
NAME
Sr. Vice-President
TITLE
7/25/23
DATE

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01
CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

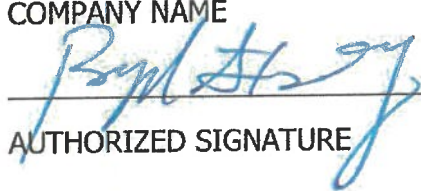
- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Polydyne Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Boyd Stanley

NAME (PRINT OR TYPE)

Sr. Vice-President

TITLE

7/25/23

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Polydyne Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Boyd Stanley, Sr. Vice-President

NAME (PRINT OR TYPE)

7/25/23

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Not Applicable



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

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EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>6/21/23</u>	<u>1</u>
<u>6/30/23</u>	<u>2</u>
<u>7/14/23</u>	<u>3</u>

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Polydyne Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: F0000005154

ADDRESS: 1 Chemical Plant Road
Riceboro, GA 31323

PHONE NO.: (800) 848-7659 Opt. 2 EMAIL: bids@polydyneinc.com

SUBMITTER'S NAME: Boyd Stanley

(Typed or Printed in Ink)

TITLE: Sr. Vice-President

AUTHORIZED SIGNATURE: I, Boyd Stanley hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	
Corrosion Inhibitor - WTP	Pages 29-30	
High Calcium Bulk Quicklime - WTP	Pages 31-32	
Liquid Carbon Dioxide - WTP	Pages 33-34	
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	
Scale Inhibitor - WTP	Pages 38-40	
Solid Anionic Polymer (3333) - WTP	Pages 41-42	✓
Hydrofluorosilicic Acid 23% - WTP	Pages 43-44	
Anhydrous Ammonia - WTP	Pages 45-46	
Sodium Bisulfite - WRF	Pages 47-48	
Polymer (SE-1188) - WRF	Pages 49-50	✓
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	
Calcium Hypochlorite	Pages 53-54	

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt. %	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

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supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	55 gal/drum	No Bid

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

• Polyphosphate/Orthophosphate Blend Ratio	30%/70%
• Active Ingredients (Total PO4)	33% minimum
• Appearance	Clear and slightly hazy
• pH	4 to 7
• Specific Gravity	1.31 to 1.44

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

"CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	No Bid

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	No Bid

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	No Bid

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

• Sodium Hypochlorite by weight	≥ 10.85 per cent
• Hypochlorite	≥ 120 g/L
• Iron	< 0.3 mg/L
• Copper	< 0.03 mg/L
• Nickel	< 0.03 mg/L
• Chlorate	< 2,000 mg/L
• Bromate	< 15 mg/L
• Sodium Hydroxide Between	.15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

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

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	gallon	No Bid

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1–1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)
Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	300 gallon tote	No Bid

**EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS**

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes:
CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: This is a partial list of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@ormondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

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BID SCHEDULE

Description	Unit of Measure	Unit price
CLARIFLOC A-3333P SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	pound	\$1.40/Lb.

Hydrofluorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydrofluorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydrofluorosilicic Acid provided shall be in accordance with the following general list of physical properties:

• Percent mixture as H_2SiF_6	22%-24%
• Active Ingredients (Fluoride)	18% minimum
• Appearance (Color)	water white and <10 units of color
• pH of a 1% solution @ 25degrees C	<2.0
• Specific Gravity	1.19 to 1.23
• Arsenic concentration, %	0.001 maximum
• Heavy Metals, expressed % as Pb	0.02 maximum

Hydrofluorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected product and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

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storage constraints is twelve (12) Tons of Hydrofluorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	ton	No Bid

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	pound	No Bid

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	gallon	No Bid

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CLARILFOC SE-1188 POLYMER (Biosolids Dewatering) - approx. 42-48 totes	275 gallon tote	\$11.73/Gal.*

*(8.6 Lbs./Gal. x \$1.38/Lb. = \$11.73/Gal.)

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 50,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- | | |
|--|---------------|
| • Baume: | 35.0 – 37.0 |
| • % Free Al ₂ O ₃ : | 0.01% – 0.20% |
| • % Total Al ₂ O ₃ : | 8.2% – 8.4% |
| • % Total Fe ₂ O ₃ : | 0.3% MAX |
| • Insolubles: | 0.02% MAX |

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	gallon	No Bid

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- | | |
|--------------------------------|--|
| • Ca(OCl) ₂ content | 65.0% minimum |
| • Specific Gravity | (H ₂ O=1) 0.98@68°F minimum |
| • Appearance | Solid White Granule |

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	100 pound pallet	No Bid

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Polydyne Inc.

(One Chemical Plant Road, Riceboro, GA 31323)
called Principal) and

(hereinafter

Liberty Mutual Insurance Company (175 Berkeley Street, Boston, MA 02116)

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Massachusetts of with its principal offices in the County of Suffolk and authorized to do business in the State of Florida, in the full and just sum of \$ Five Percent of Total Amount Bid

Dollars (\$ 5% of Total Amount Bid) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 18th day July, 20 23.

Polydyne Inc.

(Principal)

By:

Boyd Stanley, Sr. Vice-President

Liberty Mutual Insurance Company.

(Surety)

By:

Frank Kinnett, Attorney-in-Fact (FL License #P085719)

ATTEST:

John E. Genet
John Genet, Witness (SEAL)

AGREEMENT FOR THE PROVISION OF SODIUM BISULFITE

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** (“City”), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Thatcher Chemical of Florida, Inc.** (“Contractor”), 1905 Fortune Road, P.O. Box 27407, Salt Lake City, UT 84127-0407, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid (“Water and Wastewater Chemicals”, ITB 2024-01) attached hereto as Exhibit “A”, is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
 - A. **Authorization for Purchases.**
 1. The purchase of sodium bisulfite will be on an as-needed basis using Purchase Orders for orders exceeding \$2,500.00.
 2. Each Purchase Order shall contain the chemical name, cost per unit, number of units purchased and total cost.
 3. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the amount of chemicals that will be purchased during the life of this Agreement. City reserves the right to contract with other parties for the products contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.
2. **Term.** This Agreement shall be effective on October 1, 2023 and shall have an initial term of two (2) years. This Agreement will be automatically renewed for one (1) additional one-year period unless either party provides at least ninety (90) days prior written notice of its intent not to renew.
3. **Consideration.**
 - A. Contractor shall provide the chemicals at the prices set forth on Exhibit “A”. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
 - B. **Cost Adjustments:** Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for “Chemicals and Allied Products (WPU06)” as published by the Bureau of Labor Statistics, U.S. Dep’t. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be

documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

4. **Delivery.** Contractor shall deliver the chemicals within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Thatcher Chemical of Florida, Inc.
Craig N. Thatcher, C.E.O.
P.O. Box 27407
Salt lake City, UT 84127-0407

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may

be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations

- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

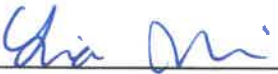
DATED this 4 day of October, 2023.

Witnesses:

CITY OF ORMOND BEACH


Print Name: Taylor Lochert

By: 
BILL PARTINGTON
Mayor

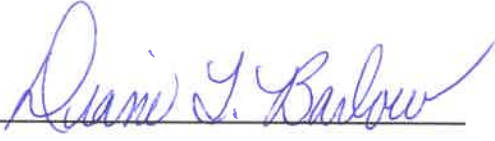

Print Name: Lia Misurale

By: 
JOYCE SHANAHAN
City Manager

DATED this 14th day of September, 2023.

Witnesses:

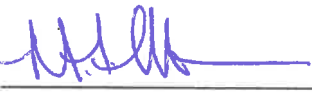
**THATCHER CHEMICAL OF
FLORIDA, INC.**


Print Name: Diane T. Barlow

By: 
Print Name: Craig N. Thatcher

Title: Chief Executive Officer


Print Name: Diane T. Barlow

Attest: 
Print Name: Michael T. Mitchell

Title: President



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Water and Wastewater Chemicals

Bid Number: 2024-01

Bid Opening Date & Time: 7/31/2023 @ 2:00 PM

Bid Opening Location: City Hall Training Room (breezeway)

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: Thatcher Chemical of Florida, Inc.

Bidder's Mailing Address: P. O. Box 27407

City, State, Zip Code: Salt Lake City, UT 84127-0407

F.E.I.N or SS Number: 26-1375349

Phone Number: (386) 490-1638

Email: mike.jackson@tchem.com; wendy.richmond@tchem.com

If returning as "No Bid", please state the reason(s): N/A

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond

Page 1R of 55

Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action pertaining to this bid/contract it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.



AUTHORIZED SIGNATURE

Michael T. Mitchell

NAME

President

TITLE

July 12, 2023

DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal

Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

COST ADJUSTMENTS: Bidder agrees that prices quoted will be firm for the initial term of the contract. No cost increases shall be accepted in the initial contract term. On or before October 1, 2025, the City Commission will provide for a cost of living rate adjustment to reflect the percentage increase, if any, in the Producer Price Index (PPI) for "Chemicals and Allied Products (WPU06)" as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, determined by comparing the PPI for the March immediately preceding the PPI for March of the prior year. The maximum increase for any annual period shall be the actual posted PPI increase referenced above and shall be documented by a Resolution and will take effect on October 1 of the year in which it was approved.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees,

and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

Page 7 of 55

**22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311**

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Thatcher Chemical of Florida, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Michael T. Mitchell

NAME

President

TITLE

July 7, 2023

DATE

City of Ormond Beach
Water and Wastewater Chemicals
BID 2024-01
CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

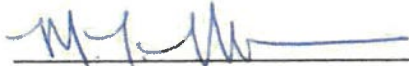
- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Thatcher Chemical of Florida, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Michael T. Mitchell

NAME (PRINT OR TYPE)

President

TITLE

July 7, 2023

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Thatcher Chemical of Florida, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Michael T. Mitchell

NAME (PRINT OR TYPE)

July 7, 2023

DATE

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ **Date:** _____

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Craig N. Thatcher, C.E.O.
Thatcher Chemical of Florida, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>6/21/2023</u>	<u>1</u>
<u>6/30/2023</u>	<u>2</u>
<u>7/14/2023</u>	<u>3</u>

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Thatcher Chemical of Florida, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: Volusia County Business License: 200906030001

ADDRESS: P. O. Box 27407
Salt Lake City, UT 84127-0407

PHONE NO.: (386) 490-1638 EMAIL: mike.jackson@tchem.com;
wendy.richmond@tchem.com

SUBMITTER'S NAME: Michael T. Mitchell

(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I,  hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Water and Wastewater Chemicals

Bid 2024-01

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **two (2) years beginning October 1, 2023 and ending September 30, 2025** and will be automatically renewed for one additional **one (1) year** period unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Suppliers may submit bids for one, more than one, or all of the following chemicals.

Please indicate which chemicals in submittal:

Chemical WTP – Water Treatment Plant WRF – Water Reclamation Facility	Complete Corresponding Page Number(s) along with all preceding pages 1-25 and bid bond if required	Check here
Caustic Soda - WTP	Pages 27-28	
Corrosion Inhibitor - WTP	Pages 29-30	
High Calcium Bulk Quicklime - WTP	Pages 31-32	
Liquid Carbon Dioxide - WTP	Pages 33-34	
Liquid Sodium Hypochlorite – WTP & WRF	Pages 35-37	
Scale Inhibitor - WTP	Pages 38-40	
Solid Anionic Polymer (3333) - WTP	Pages 41-42	
Hydrofluorosilicic Acid 23% - WTP	Pages 43-44	
Anhydrous Ammonia - WTP	Pages 45-46	
Sodium Bisulfite - WRF	Pages 47-48	✓
Polymer (SE-1188) - WRF	Pages 49-50	
Liquid Aluminum Sulfate (ALUM) - WRF	Pages 51-52	✓
Calcium Hypochlorite	Pages 53-54	

The bidder, hereby declares that they have carefully examined the specifications for the **Water and Wastewater Chemicals** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

• NaOH content	49.0% minimum
• Specific Gravity	1.51 minimum
• Appearance	Clear and Particle free
• NaCL, wt. %	1.10 maximum
• Fe, ppm	7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be

supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CAUSTIC SODA - approx. 3 – 4 drums	55 gal/drum	No Bid

Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The corrosion inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

• Polyphosphate/Orthophosphate Blend Ratio	30%/70%
• Active Ingredients (Total PO4)	33% minimum
• Appearance	Clear and slightly hazy
• pH	4 to 7
• Specific Gravity	1.31 to 1.44

Corrosion inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a

"CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CORROSION INHIBITOR - approx. 18 - 23 totes	275 Gallon tote	No Bid

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High calcium bulk quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The high calcium bulk quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
Section 1.4.1 through 1.4.2 shall be omitted.

High calcium bulk quicklime will be delivered as solid (price per ton)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's

license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	No Bid

Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.
The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	pound	No Bid

Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

• Sodium Hypochlorite by weight	≥ 10.85 per cent
• Hypochlorite	≥ 120 g/L
• Iron	< 0.3 mg/L
• Copper	< 0.03 mg/L
• Nickel	< 0.03 mg/L
• Chlorate	< 2,000 mg/L
• Bromate	< 15 mg/L
• Sodium Hydroxide Between	.15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

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

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

- Date and time of manufacture
- Percent by weight sodium hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (at a referenced temperature)
- Suspended solids test time

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

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

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID SODIUM HYPOCHLORITE - approx. 280,000 – 320,000 gallons	gallon	No Bid

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO ₃
Calcium Hardness	285 mg/L as CaCO ₃
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1–1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SCALE INHIBITOR - approx. 12 – 14 totes	300 gallon tote	No Bid

**EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS**

**Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes:
CPA, ESPA, ESNA, LFC, SWC**

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: This is a partial list of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall e-mail Brad.Bowman@ormondbeach.org.

Polymer will be delivered as solid (price per pound).

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	pound	No Bid

Hydrofluorosilicic Acid
Quantity: approximately 15-25 tons

General Description of Services

Hydrofluorosilicic Acid (HFS) shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The HSF product shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA Standard B703.

The Hydrofluorosilicic Acid provided shall be in accordance with the following general list of physical properties:

- | | |
|-------------------------------------|------------------------------------|
| • Percent mixture as H_2SiF_6 | 22%-24% |
| • Active Ingredients (Fluoride) | 18% minimum |
| • Appearance (Color) | water white and <10 units of color |
| • pH of a 1% solution @ 25degrees C | <2.0 |
| • Specific Gravity | 1.19 to 1.23 |
| • Arsenic concentration, % | 0.001 maximum |
| • Heavy Metals, expressed % as Pb | 0.02 maximum |

Hydrofluorosilicic Acid will be delivered as liquid (price per ton) and shall be final filtered through no greater than 1 micron filter to support removal of contaminants.

Vendor shall be prepared to provide the owner with a sample of HFS product for delivery prior to offloading to ascertain product clarity. The owner reserves the right to reject the delivery based upon clarity of sample. The owner also reserves the right to test a sample taken from the delivered product for any and all physical properties listed above with a third party laboratory for determination of specification compliance. Deliveries found to be out of compliance with one or more physical properties tested shall be subject to rejection. Vendor shall be responsible for removal and disposal of rejected product and replacement with compliant product within 1 week of notification by owner.

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications and certified to meet AWWA Standard B703.

Regulated metals, Single Product Allowable Concentration (SPAC) shall not exceed those listed in NSF/ANSI 60 – 2004, Table D1 – U.S. Environmental Protection Agency and Health Canada NSF/ANSI 60 drinking water criteria.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in bulk at the expense of the supplier and shall, upon acceptance by the City of Ormond Beach, be delivered in bulk into two (2) tanks, having capacity of 1,500 gallons per each tank. Maximum delivery volume due to

storage constraints is twelve (12) Tons of Hydrofluorosilicic acid. Delivery will be scheduled when and as needed. The supplier shall provide 24 hours notice prior to delivery.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

A certificate of compliance and certified analysis as to the composition of the product must be provided to the City prior to each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
HYDROFLUOSILICIC ACID – approx. 15-25 tons	ton	No Bid

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH₃) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling

operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	pound	No Bid

Sodium Bisulfite
Quantity: Approximately 15,000 – 28,000 gallons

General Description of Services

Sodium bisulfite is used for the purpose of dechlorination at the City of Ormond Beach Wastewater Treatment Plant, 550 North Orchard Street, Ormond Beach, FL 32174. The sodium bisulfite shall be in liquid form and shall meet the following minimum chemical specifications:

- Sodium Bisulfite Solution: 38% to 42% Solution strength
- Sulfur dioxide equivalent: 23.4% to 24.8%
- Specific Gravity: 1.31 to 1.36 @ room temperature of 60 F
- pH: 4.0 to 4.8
- Fe content shall not exceed 3 parts per million (ppm) and heavy metals shall not exceed 5 ppm

Sodium Bisulfite Solution will be delivered as liquid (price per gallon).

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,500 gallons per delivery or less to an existing on-site bulk storage facility consisting of two (2) 2,500 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Sodium Bisulfite
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper

performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
SODIUM BISULFITE - approx. 15,000 – 28,000 gallons	gallon	\$ 2.13

NOTE: Appendices A and B form part of our proposal.

Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
 - Net weight
 - Name of manufacturer
 - Brand name, if any

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

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
POLYMER (Biosolids Dewatering) - approx. 42-48 totes	275 gallon tote	No Bid

Liquid Aluminum Sulfate
Quantity: approximately 40,000 – 60,000 gallons per year

General Description of Services

Liquid Aluminum Sulfate (Alum) is used as a phosphorous removal aid at the City of Ormond Beach Wastewater Treatment Plant (WWTP), 550 North Orchard Street, Ormond Beach, FL 32174. The Alum shall be in liquid form containing water-soluble aluminum and shall meet the following minimum chemical specifications:

- Baume: 35.0 – 37.0
- % Free Al₂O₃: 0.01% – 0.20%
- % Total Al₂O₃: 8.2% – 8.4%
- % Total Fe₂O₃: 0.3% MAX
- Insolubles: 0.02% MAX

Alum Solution will be delivered as liquid (price per gallon)

The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 3,300 gallons per delivery to an existing on-site bulk storage facility consisting of two (2) 3,000 gallon storage tanks located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site to a two (2) inch PVC male Cam Lock quick coupling connection.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Aluminum Sulfate
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The

Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
LIQUID ALLUMINUM SULFATE - approx. 40,000 – 50,000 gallons	gallon	\$ 1.0530

NOTE: Appendices A and B form part of our proposal.

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- | | |
|--------------------------------|--|
| • Ca(OCl) ₂ content | 65.0% minimum |
| • Specific Gravity | (H ₂ O=1) 0.98@680F minimum |
| • Appearance | Solid White Granule |

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

BID SCHEDULE

Description	Unit of Measure	Unit price
CALCIUM HYPOCHLORITE – approx. 7-8 pallets	100 pound pallet	No Bid

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Thatcher Chemical of Florida, Inc.

(hereinafter called Principal) and

Fidelity and Deposit Company of Maryland

(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Illinois of with its principal offices in the County of Baltimore, MD and authorized to do business in the State of Florida, in the full and just sum of Five Percent of Amount of Bid

Dollars (\$ 5%) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2024 - 01

in, and for the City and

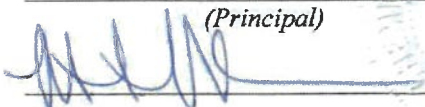
WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 31st day July, 20 23.

Thatcher Chemical of Florida, Inc.

(Principal)

By: 

ATTEST:


(SEAL)

Fidelity and Deposit Company of Maryland

(Surety)

By: 

Andrew P. Rendon, Attorney-in-Fact

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**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.J.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Request to Purchase - 14 Police Interceptor Vehicles		
Recommended Action	Staff recommends approval for the purchase of 14 - 2025 Ford Police Interceptor vehicles in the amount of \$624,980 from Bozard Ford Company.		
Strategic Goal	Public Safety - Other		
Department Staff Contact	Public Works - Fleet Management Kevin Gray, Deputy Public Works Director		

Summary

This item is to request approval for the purchase of fourteen (14) 2025 Ford Police Interceptor Utility AWD 3.3L Gas K8A vehicles from Bozard Ford Company, 540 Outlet Mall Blvd. St. Augustine, FL. The purchase of the vehicles will be in accordance with the Florida Sheriffs Association competitively bid contract (FSA24-VEL32.0, Item #205). The cost of the vehicles includes the following:

Patrol Vehicles	
Base Price	\$43,981
Dealer Installed Options	\$457
Per Vehicle Total	\$44,438
x12 (Vehicles only)	\$533,256
Administration Vehicles	
Base Price	\$43,981
Dealer Installed Options	\$1,881
Per Vehicle Total	\$45,862
x2 (Vehicles and administrative lighting packages)	\$91,724

The Administrative vehicles lighting packages are included and supplied by the factory and included in this purchase and agenda item. The additional cost for each patrol vehicle for the lighting packages and other specialized accessories is estimated at \$25,500 and is not included in this purchase but will be obtained through a separate vendor and agenda item.

Five of the Police Interceptor Patrol vehicles and 2 of the Administrative vehicles are replacement vehicles. The other 7 patrol vehicles will be additions to the OBPD Fleet for officers recently hired.

Financial Impact

Funding for the replacement vehicles was included in the FY 2025-26 budget, within Fund 305- Public Safety Vehicle and Equipment Replacement. A budget amendment to transfer funds from the General Liability fund to the Public Safety Vehicle fund for the 7 additional vehicles will be needed in the amount of \$500,000.

Citizen Impact

Providing the Police Department with up-to-date vehicles and equipment to increase their policing abilities is in the best interest of City residents and visitors.

Attachments

1. 25-159 Purchase 14 Police Interceptors (P25-0081G)
2. CC 586-25 Purchase of 14 Police Interceptor Vehicles
3. 2025 OBPD Interceptor 14 purchase (2)

RESOLUTION NO. 2025-159

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF FOURTEEN 2025 FORD POLICE INTERCEPTOR VEHICLES, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA24-VEL32.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicles #046, #084, #135, #145, #198, #P02, and #217, which have all been determined to have exceeded all criteria for replacement, and

WHEREAS, the City is also seeking to purchase seven additional vehicles to add to the Ormond Beach Police Department Fleet, and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids, and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase fourteen (14) 2025 Ford Police Interceptor Utility AWD 3.3L Gas K8A vehicles in the total amount of \$624,980.00 (twelve (12) vehicles in the amount of \$44,438.00 each, and two (2) vehicles in the amount of \$45,862.00 each), from Bozard Ford Co., under the Florida Sheriffs Association Bid FSA24-VEL32.0, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of the fourteen (14) 2025 Ford Police Interceptor Utility AWD 3.3L Gas K8A vehicles from Bozard Ford Co., in the total amount of \$624,980.00, and

WHEREAS, the City Manager has certified that funds for the purchase of the vehicles will be derived from the FY 2024-25 Public Safety Vehicle and Equipment Replacement Fund (305) in the amount of \$624,980.00, and that said funds have not been appropriated for any other purpose; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of fourteen (14) 2025 Ford Police Interceptor Utility AWD 3.3L Gas K8A vehicles in the total amount of \$624,980.00 (twelve (12) vehicles in the amount of \$44,438.00 each, and two (2) vehicles in the amount of \$45,862.00 each), from Bozard Ford Co., under the Florida Sheriffs Association Bid FSA24-VEL32.0, and to pay the costs therefore from the Public Safety Vehicle and Equipment Replacement Fund.

SECTION TWO. The City Commission hereby declares vehicles #046, #084, #135, #145, #198, #P02, and #217 to be surplus property, and the appropriate City staff members are hereby further authorized to dispose of said vehicles through competitive sealed process or public auction to be held in accordance with applicable law.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of October, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2500808
Vendor: BOZARD FORD COMPANY
Resolution No. 2025-__

Requisition By: Gray Reason: Purchase fourteen (14) 2025 Ford Police Interceptor Utility AWD 3.3L Gas K8A vehicles
Date: 9/3/2025
Florida Sheriffs Association Contract – FSA24-VEL32.0 – Item #205
Purchase of: fourteen (14) 2025 Ford Police Interceptor Utility AWD 3.3L Gas K8A vehicles
– Funding through Fund 305 – Public Safety Vehicle & Equipment Replacement Fund

PAY ITEM						
NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT	
1	Ford Interceptor Utility AWD 303L Gas K8A	EA	14	\$43,981.00	\$615,734.00	
2	Iconic Silver Exterior	EA	2	STD	STD	
3	Oxford White Exterior	EA	12	STD	STD	
4	3.3L V6 Engine / 10 speed auto transmission	EA	14	STD	STD	
5	Police Upgrade package	EA	2	\$389.00	\$778.00	
6	Hidden Door Lock Plungers	EA	12	\$159.00	\$1,908.00	
8	Driver Side Spot Lamp	EA	12	STD	STD	
9	Delete Driver Side Spot Lamp	EA	2	-\$150.00	-\$300.00	
10	Noice Suppresion	EA	14	\$99.00	\$1,386.00	
11	Police Wire Harness Connector	EA	14	\$199.00	\$2,786.00	
12	Front Licese Plate Bracket	EA	14	NC	NC	
13	Whelen Corner Strobes	EA	2	\$1,344.00	\$2,688.00	
				Total:	\$624,980.00	

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

FSA Cooperative Purchasing Program



FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles Contract Packet



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

NOTICE OF FINAL AWARD **CONTRACT FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles**

Date: October 1, 2024

To: All Prospective Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Director of the Cooperative Purchasing Program

Re: Contract Number FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Pursuit, Administrative, and Other Vehicles. This contract is in effect beginning October 1, 2024, through September 30, 2025.

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Administrative Sedans
- Cab and Chassis Trucks: 1 Ton (DRW) 4x2
- Cab and Chassis Trucks: 1 Ton (DRW) 4x4
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4
- Cargo & Passenger Vans Medium/High Roof
- Cargo & Passenger Vans Standard/Low Roof
- Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans
- Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles
- Electric Bikes & Transporters
- Pickup Trucks – 4x2

- Pickup Trucks – 4x4
- Pursuit Rated & Pursuit Hybrid Vehicles
- Special Service Vehicles
- Utility & Hybrid Utility Vehicles – 4x2
- Utility & Hybrid Utility Vehicles – 4x4 and AWD

The competitive process for this award began in January 2024, when the FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding automotive and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on April 1, 2024, and within the Florida Administrative Register on April 1, 2024, and May 1, 2024.

From the ITB, thirty-two bidders completed the pre-bid process. Of these respondents, twenty-six submitted bids. Nineteen responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out-of-state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules, and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Intended Awards in Alphabetical Order:

1. Bachrodt FT, LLC. DBA Palmetto Ford of Miami
2. Bozard Ford
3. Carl Black of Orlando, LLC.
4. Duval Ford, LLC.
5. ETR, LLC.
6. Florida Transportation Systems, Inc.
7. Garber Ford, Inc.
8. Garber Chevrolet Buick GMC, Inc.
9. Garber Chrysler Dodge Truck, Inc.
10. Matheny Fire & Emergency
11. Recon Power Bikes
12. SAG Cocoa, LLC.
13. Seminole Toyota

14. Step One Automotive DBA Kia Ft. Walton Beach
15. Tampa Truck Center
16. Terry Taylor's DeLand Nissan, Inc.
17. Tesla
18. Treaty Oak Outdoors, LLC.
19. Woody Folsom of Douglas, Inc.

The final award page document for all awarded bid items is attached.

FSA Cooperative Purchasing Program



FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles

Final Award Report

FSA Cooperative Purchasing Program



**FSA24-VEL32.0: Pursuit, Administrative, & Other
Vehicles
Awarded Vendor Contract Signature Pages**



CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name **Bozard Ford Co**

Business Address 540 Outlet Mall Blvd
St. Augustine FL 32086

Name of Authorized Agent Jeff Young

Email address of authorized agent jyoung@bozard.com

Signature  Signed by: **Jeff Young**
95278095F8F54E7

Date 9/19/2024

FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Vehicles
Bidder Company Name

FSA Cooperative Purchasing Program



FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles Terms and Conditions

Florida Sheriffs Association
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA24-VEL32.0 Pursuit, Administrative and Other Vehicles shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2024, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this

Florida Sheriffs Association
Cooperative Purchasing Program
Contract Terms and Conditions

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for the next model year, when the manufacturer changes price during the contract term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least Item Cost, be Free on Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, assembling, gas, and delivery to zone.

**Florida Sheriffs Association
Cooperative Purchasing Program
Contract Terms and Conditions**

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial published pricing for awarded items. As windows open for the next model year, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.11 COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If a Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, the Vendor must provide documentation substantiating the Item Cost, as defined in Section 2.10.

2.12 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

**Florida Sheriffs Association
Cooperative Purchasing Program
Contract Terms and Conditions**

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.13 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.13 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle light and siren option pricing template is offered in the Bid System. Bidders are encouraged, but

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3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

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be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these Terms & Conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these Terms and Conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within ten (10) business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the

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terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

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Appendix A: Zone Map

FSA CONTRACT ZONE MAP



v 10_2013

Bid Award**Contract:** FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles**Group:** Pursuit Rated Vehicles**Item:** 205, Ford, Interceptor Utility AWD 3.3L Gas, K8A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	\$43,959.00	Build	Options
	Alternate	Duval Ford LLC	\$44,069.00	Build	Options
	Alternate	BOZARD FORD	\$44,320.00	Build	Options
Northern	Primary	Garber Ford Inc	\$43,759.00	Build	Options
	Alternate	Duval Ford LLC	\$43,849.00	Build	Options
	Alternate	BOZARD FORD	\$43,981.00	Build	Options
Central	Primary	Garber Ford Inc	\$43,859.00	Build	Options
	Alternate	Duval Ford LLC	\$43,949.00	Build	Options
	Alternate	BOZARD FORD	\$44,133.00	Build	Options
Southern	Primary	Garber Ford Inc	\$43,959.00	Build	Options
	Alternate	Duval Ford LLC	\$44,049.00	Build	Options
	Alternate	BOZARD FORD	\$44,337.00	Build	Options

BOZARD
GOVERNMENT FLEET

5/15/2025

Chris Jarrell
Garage Supervisor
City of Ormond Beach

Hi Chris

Bozard Ford is pleased to submit the following quote based on Contract FSA24-VEL32.0

ITEM#205	FORD INTERCEPTOR UTILITY AWD 3.3L GAS K8A	\$43,981.00
JS/FW	ICONIC SILVER EXTERIOR/ EBONY CLOTH INTERIOR	STD
99B/44U	3.3L V6 ENGINE/ 10 SPD AUTO TRANS	STD
OEM	POLICE UPGRADE PKG INC 1ST AND 2ND ROW CARPET FLOOR COVERING, CLOTH REAR SEAT,CENTER FLOOR CONSOLE, FLOOR MATS, 18" ALUMINUM WHEELS	\$389.00 ✓
OEM	DELETE DRIVER SIDE LED SPOT LAMP	(\$150.00)
OEM	NOISE SUPPRESION BOND STRAPS	\$99.00 ✓
OEM	POLICE WIRE HARNESS CONNECTOR KIT	\$199.00 ✓
153	FRONT LICENSE PLATE BRACKET	NC
WHELENCs	WHELEN CORNER STROBES MCRNSF SURFACE MOUNT SPLIT COLOR, CLEAR LENS PLEASE SPECIFY COLOR	\$1,344.00 ✓

Total	\$45,862.00
TOTAL FOR 2 VEHICLES \$91,724	

Sincerely,

Jeff Young
Government Fleet Account Manager



5/15/2025

Chris Jarrell
Garage Supervisor
City of Ormond Beach

Hi Chris

Bozard Ford is pleased to submit the following quote based on Contract FSA24-VEL32.0

ITEM#205	FORD INTERCEPTOR UTILITY AWD 3.3L GAS K8A	\$43,981.00
YZ/9W	OXFORD WHITE EXTERIOR/ EBONY CLOTH INTERIOR	STD
	VINYL REAR SEATS	
99B/44U	3.3L V6 ENGINE/ 10 SPD AUTO TRANS	STD
OEM	HIDDEN DOOR LOCK PLUNGERS W/ REAR DOOR LOCKS	\$159.00 ✓
	IN OPERABLE	
OEM	DRIVER SIDE LED SPOT LAMP	STD
OEM	NOISE SUPPRESSION BOND STRAPS	\$99.00 ✓
OEM	POLICE WIRE HARNESS CONNECTOR KIT	\$199.00 ✓
153	FRONT LICENSE PLATE BRACKET	NC

Total	\$44,438.00
TOTAL FOR 12 VEHICLES \$533,256	

Sincerely,

Jeff Young

Government Fleet Account Manager

CNGP530
==>

VEHICLE ORDER CONFIRMATION

2025 EXPLORER 4-DOOR

07/01/25 15:34:00
Dealer: F24413
Page: 1 of 2

Order No: G724 Priority: H4 Ord FIN: QZ001 Order Type: 5B Price Level: 520

Ord Code: 500A Cust/Flt Name: STOCK PO Number:

K8A	4DR AWD POLICE	RETAIL \$49515	65U	POL UPGRADE PKG	RETAIL \$390✓
	.119" WHEELBASE			.CARPET FLR COV	
JS	ICONIC SILVER		66A	FRONT HDLMP PKG	NC ✓
F	CLTH BUCKETS/RR	NC	67V	CONNECTOR KIT	200✓
W	ONYX INTERIOR			.WIRING KIT-RR	
500A	EQUIP GRP			.WIRING KIT-FRT	
	.FM STEREO		85D	FRT CNSL MT DEL	NC
99B	3.3L V6 TI-VCT	(2330)	153	FRT LICENSE BKT	NC
44U	10SPD AUTO TRAN	NC			
	JOB #3 ORDER			TOTAL BASE AND OPTIONS	49470
	FLEET SPCL ADJ	NC		TOTAL	49470
16D	BADGE DELETE	NC		*THIS IS NOT AN INVOICE*	
425	50 STATE EMISS	NC		* MORE ORDER INFO NEXT PAGE *	
60R	NOISE SUPPRESS	100✓		F8=Next	
64E	18" ALUM WHLS	NC		F3/F12=Veh Ord Menu	
F1=Help			F2=Return to Order		

TIME - MORE DATA IS AVAILABLE

QC04921

Florida Sheriffs Association Cooperative Purchasing Program Options

Bidder: **BOZARD FORD CO**

Item make & model: **Interceptor Utility AWD 3.3L Gas K8A**

Item number: **205**

***ALL NON-FACTORY OPTIONS PROVIDED AT 28% OVER COST**

Manufacturer Order Code	Description	Price
OEM	CONTACT DEALER FOR AVAILABILITY AND COMPATIBILITY OF OEM (FACTORY) OPTIONS (INCLUDING BUT NOT LIMITED TO, ENGINE UPGRADES AND BODY TYPE UPGRADES NOT INCLUDED AS A BASE SPECIFICATION ELSEWHERE ON THIS CONTRACT.) OEM (FACTORY) OPTIONS ARE DISCOUNTED OFF MSRP	0.5% BELOW MSRP
	FORD WARRANTY COVERAGE FROM MANUFACTURER. REACH OUT TO SALES TEAM FOR MORE INFORMATION AND PRICING. WARRANTY IS CONFIGURABLE FOR TERM AND MILEAGE LIMITS AND COVERAGES (EXTRACARE, PREMIUMCARE, BASECARE, POWERTRAINCARE) SOLD FOR BELOW FLORIDA RETAIL PRICES	
WT	WEATHERTECH MATS OR EQUIVALENT FOR FIRST AND 2ND ROW	\$ 299
VV	STICK ON VENT VISORS (ADD \$75 FOR 4 DOORS)	\$ 199
STROBES	Soundoff Signal Corner LED Kits – Universal undercover LED kit, consists of 4 corner LEDs, choice of colors, red, white, blue, amber or any split color combination. Please specify colors. Included with inline flasher, 10' of cable	\$ 999
BUA	AUDIBLE AFTERMARKET BACK UP ALARM	\$ 199
SAFEKIT	DOT, OSHA, ANSI COMPLIANT KIT, INCL 5LB RECHARGABLE FIRE EXTINGUISHER, 3 DOT TRIANGLES IN PLASIC BOX, 10 PERSON BULK ANSI WEATHERPROOF FIRST AID KIT (PLASTIC CASE), BLOODBORNE PATHOGEN/BODY FLUID SPILL KIT (PLASTIC CASE), AUTOMOTIVE FUSES, EMERGENCY WINDOW HAMMER, LED FLASHLIGHT WITH BATTERIES	\$ 399
ROADKIT	AAA APPROVED 76 PC ROAD EMERGENCY KIT, CARRY CASE, FIRST AID, SURVIVAL TOOLS, 10FT JUMPER CABLES, AIR COMPRESSOR WITH GAUGE, EMERGENCY TRIANGLE.	\$ 299
OSF	OUT OF STOCK FEES, TO COVER STOCKING AND FLOORPLAN EXPENSES FOR VEHICLES PURCHASED OUT OF DEALER'S EXISTING INVENTORY	\$ 999
DTSF	DEALER TRADE OUT OF STOCK FEES, TO COVER DEALER TRANSFER FEES FOR VEHICLES THAT ARE TRANSFERRED FROM OTHER DEALERS	\$ 1,500
TINT	DEALER INSTALLED WINDOW TINT, ADD \$100 FOR STRIP ON WINDSHIELD/DEDUCT \$100 FOR FRONT WINDOWS ONLY	\$ 499
UCOATPU	UNDERCOATING FOR PICKUP TRUCKS OR SUV OR REGULAR WHEELBASE VAN	\$ 506
NST	NEW TAG (SPECIFY STATE, CITY, COUNTY, SHERIFF)	\$ 189
TRANSFER	TRANSFER EXISTING TAG REGISTRATION (MUST PROVIDE COPY OF REGISTRATION)	\$ 100
TEMP	30 DAY TEMPORARY TAG	\$ 19
NSO	NON-SCHEDULED OPTION. CONTACT DEALER FOR QUOTE AND AVAILABILITY ON ADDITIONAL AFTER-MARKET INSTALLED EQUIPMENT, INCLUDING BUT NOT LIMITED TO SERVICE BODIES, LIGHTING, WINCHES, ETC. OFFERED AT A PERCENTAGE MARK UP OVER COST-TO-DEALER (INCLUDES ANY FREIGHT AND INSTALLATION). NOT TO EXCEED MANUFACTURER'S SUGGESTED RETAIL PRICE.	28% MARKUP
MFMP	OPTION TO COVER POSSIBLE ADDITIONAL PAYMENT PROCESSING FEES (OVER AND ABOVE THE FSA ADMIN FEE OUTLINED IN TERMS AND CONDITIONS) THAT MAY ARISE WHEN A FLORIDA STATE AGENCY DEVIATES FROM DMS CONTRACT AND PURCHASES OFF FSA CONTRACT. CHARGED AS A PERCENTAGE OF THE PURCHASE ORDER.	1% OF TOTAL
ECCOCS	Ecco Electronic Corner Strobes ED3802AW Warning Light; ED Series; 4-3/4 Inch Length x 0.37 Inch Width x 1.4 Inch Height; Directional LED; Surface Mount; LED; Amber/ White Lens; 69 Flash Pattern; 12 To 24 Volt DC (Quantity 4)	\$ 1,267

Manufacturer Order Code	Description	Price
WHELENC	WHELEN Corner Strobes MCRNSF Surface Mount, Split Color, Clear Lens, Red/Amber, Amber/White, Red/Blue or Red/White Only, Black Flange (Quantity 4)	\$ 1,344 ✓
ECCOLB	Ecco Electronic Lightbar 12-50004-ES Warning Light; 12 Pro Vantage™ Series; 54 Inch Length x 11 Inch Width x 2-1/2 Inch Height; Full Bar; Permanent Mount/ Roof Mount; LED; Amber/ White Lens; 64 Flash Patterns; 12 To 24 Volt DC; With Adjustable Feet/ Black Base/ Combined Power And Control Cable. Ecco Electronic EZ1202 Controller Warning Light Controller; For Use With ECCO 12 Series Lightbar; 5 Volt DC. Ecco Electronic A1234RMK LIGHT ACCESSORIES; ACCESSORY,ROOF MOUNT KIT,12 SERIES	\$ 3,067

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 046	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2001 Police Administration	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	14	2011 Ford Explorer
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	8	77,801
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	3	Vehicle shows normal wear for its age, with faded paint, minor scratches, surface rust on frame. Previous severe window leaks. Past transmission repairs, could be indication of future failure.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	2	Used as Admin
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	2	Vehicle has been fairly reliable but various issues with things not related to drive train.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	3	Purchase Price \$24,139 total \$13,124.42 LTD M&R 54% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	32	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 084	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2008 Police CIU	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	14	2011 Chevrolet Equinox
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	12	121,676
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	Vehicle is in worn condition, needing a new transmission and also engine repairs.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Used as patrol vehicle
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	During the past year, extensive maintenance has been required.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$21,387.00 total \$23,373.00 LTD M&R 109% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	45	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 135	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2005 Police Operations	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	12	2013 Chevrolet Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	10	107,352
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	4	Vehicle is in worn condition, with scratches, faded paint and peeling decals. Concern with any anticipated repairs due to limited parts availability for Caprice vehicles.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Used as patrol vehicle
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	2	Has been fairly reliable with normal wear & tear maintenance required.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$32,386.00 total \$40,194.00 LTD M&R 124% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	38	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 145	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2005 Police Operations	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	11	2014 Chevrolet Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	9	89,277
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	3	Vehicle is in worn condition with. Concern with any anticipated repairs due to limited parts availability for Caprice vehicles.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Used as patrol vehicle
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	5	Vehicle is not reliable, with extensive repairs over the years.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$27,412.00 total \$37,007.00 LTD M&R 135% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	38	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 198	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2005 Police Operations	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	12	2013 Chevrolet Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	10	101,830
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	3	Vehicle is in worn condition. A/C system is beginning to fail. Concern with any anticipated repairs due to limited parts availability for Caprice vehicles.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Used as patrol vehicle
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	2	Has been fairly reliable with 6 work orders in the last year, but more extensive repairs in past.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	3	Purchase Price \$24,766.00 total \$37,291.94 LTD M&R 150% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	35	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: P02	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2005 Police Operations	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	8	2017 Chevrolet Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	7	77,202
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	3	Vehicle is in decent condition. Concern with any anticipated repairs due to limited parts availability for Caprice vehicles.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Used as Patrol Vehicle
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	3	Has been a not been very reliable, with ten work orders in the past year.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$26,291.00 total \$24,297.72 LTD M&R 92% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	31	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: 217	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2005 Police Operations	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 24 points because it is 24 years old.	11	2014 Chevrolet Caprice
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	10	107,352
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	3	Vehicle is in fair condition. Concern with any anticipated repairs due to limited parts availability for Caprice vehicles.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Used as patrol vehicle
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	2	Has been fairly reliable with normal wear & tear maintenance required.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$25,817.00 total \$26,456.00 LTD M&R 102% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	36	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.K.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Intent to Bid - Emergency Lighting for Patrol Vehicles		
Recommended Action	The City intends to publicly advertise this request for proposals, unless otherwise directed.		
Strategic Goal	Public Safety - Other		
Department Staff Contact	Public Works Kevin Gray, Deputy Public Works Director		

Summary

This item seeks City Commission approval Request For Proposals 2026-03, Emergency Vehicle Lighting for Patrol Vehicles. City staff is seeking a qualified provider for the annual procurement and installation of emergency lighting package for Ford Police Interceptor (Explorer) vehicles.

The awarded contract will provide for a 3-year contract with two 1-year renewals to provide this service to the City as new and replacement police pursuit vehicles are purchased in accordance with the City's vehicle replacement program. A schedule of the items included in the contract are included with the request for proposals.

For Fiscal Year 2025-2026, 12 pursuit vehicles are proposed for purchase under a separate agenda item, which will have lighting packages installed under this contract. Historically, 8–10 pursuit vehicles are anticipated to be purchased each year.

Financial Impact

The total cost for the purchase and installation of this lighting packages to equip this year's vehicles is estimated to be \$240,000. Funding is included in the Fiscal Year 2025-26 budget within Fund 305 - Public Safety Vehicle and Equipment Replacement.

Citizen Impact

Providing the Police Department with up-to-date vehicles and equipment to increase their policing abilities is in the best interest of City residents, visitors and businesses.

Attachments

1. BID 2026-03 Emergency Lighting for Police Vehicles



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Bid Title: Emergency Lighting for Police Vehicles

Bid Number: 2026-03

Bid Opening Date & Time: November 11, 2025 at 2:00 PM

Bid Opening Location: City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street

Pre-Bid Meeting Date & Time: NA

Pre-Bid Meeting location: NA

Bids received after the above date and time will not be accepted.

Bidder's Name: _____

Bidder's Mailing Address: _____

City, State, Zip Code: _____

F.E.I.N: _____

Phone Number: _____

Email: _____

If returning as "No Bid", please state the reason(s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach.

At the City’s discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator rob.hart@ormondbeach.org. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

PROCUREMENT COMMUNICATION PROTOCOL: To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or person acting on behalf of any of the above are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials unless such communication is specifically authorized in the City's solicitation or addenda. Violation of this provision may be grounds for rejecting a response.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

EQUIPMENT: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes. The Contractor is responsible for paying any and all taxes associated with this agreement.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without

exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received. The City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

REJECTIONS RIGHTS: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

TERMINATION: The City of Ormond Beach reserves the right to terminate any contract or agreement resulting from this BID at any time.

PURCHASE ORDERS: Purchase Orders will be issued for all purchases exceeding \$2,500.00.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

22 SOUTH BEACH STREET

ORMOND BEACH, FLORIDA 32174

(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

City of Ormond Beach

Emergency Lighting for Police Vehicles

BID 2026-03

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

City of Ormond Beach

Emergency Lighting for Police Vehicles

BID 2026-03

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☐ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

DATE



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____
day of _____, 20____, by _____ and who: ☐ Is
personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of _____ at Large: (seal)
Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.



Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- Payment of business tax and real property tax due to the City of Ormond Beach is current
- My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

EXHIBIT “A”

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the

Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c)** Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury
and Property Damage

(d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A-rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official at 386-676-3233 or btonline@ormondbeach.org You can apply online here: <https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home>

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 contractorlicensing@volusia.org <https://connectlivepermits.org/citizenportal/app/landing>

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3233 or btonline@ormondbeach.org

City of Ormond Beach

Emergency Lighting for Police Vehicles

BID 2026-03

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Room 102
Ormond Beach, Florida
32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____

EMAIL: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby

(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach

Emergency Lighting for Police Vehicles

BID 2026-03

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file in pdf format, with all required attachments, by the closing date and time. Deliver Bids to:

Rob Hart
Purchasing Coordinator
Ormond Beach City Hall
Room 102
22 South Beach Street
Ormond Beach, Florida 32174

Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted. For any question regarding bid delivery contact the purchasing office at 386-676-3223 or email rob.hart@ormondbeach.org

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Rob Hart, by e-mailing rob.hart@ormondbeach.org. The deadline for questions is October 27, 2025 at 4:00 PM.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier

is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **three (3) years** and will be automatically renewed for two additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified Vendors to submit Bid for an annual contract for Emergency Lighting for Ford Police Interceptor (Explorer). The successful contractor will be required to provide the selected Emergency Lighting within ninety (90) days of award.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

COST ADJUSTMENTS:

No later than October 1, of each contract year, the Vendor may provide the City through the Purchasing Coordinator and/or Project Manager a cost adjustment to reflect any change in doing business (Labor), increase due to vehicle model year changes, discontinued items or item availability (a percent off list-price plus an hourly rate to accommodate model number changes from year to year). Any and all increases will be subject to approval prior to a Purchase Authorization being issued.

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any

other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

ITEM	Description	Quantity
EB2-WHELEN CORE PKG	54 " Duo Legacy WCX with Whelen Core Package	1
C399-PKG	CENCOM COR WCX CONTROL CENTER PACKAGE	1
CCTL7-PKG	3 Section Controller (Head Only) 21 Push-Buttons, 4-Position Slide Switch,	1
C399SP	SCAN PORT	
CV2V-PKG	VEHICLE TO VEHICLE MODULE, INCLUDES INTERNAL ANTENNA	1
SA315P-PKG	WHELEN 100 WATT SPEAKER	1
SAK75D	2025+ PIU speaker bracket drivers side	1
TMT0JC	MINI T-SERIES STUD MT TRIO RBW GRILL KNOCK OUTS	2
MBFX25	mirror beam 25+ piu	
MBIONR	RED IONS FOR MIRROR BEAMS	
MBIONVB	Mirror-Beam MT Ion-V Lt Blue When Ordered with MirrorBeam™, Add Each	1
MBIONVR	Mirror-Beam Mt Ion-V Lt Red When Ordered with MirrorBeam™, add each	1
U18050	! 2020-2025 Ford Police Interceptor Utility, Under-the-Side View Mirror Mount for Two U-Series Lightheads, Pair, Sold Separately (For Use with Ford's Factory Side Marker LED Side View Mirror Option)	1
U180JC	U-SERIES TRIO RED/BLU/WHT UNDER DRIVER AND PASSENGER MIRROR	2
I3JC	Red/Blue/White, Individual Control of Each Color, Black Housing IN GRILL LOW	2
TLI2J	Ion T Duo Surface Mount Super-LED Lighthead - Red/Blue Split FOG LIGHT AREA AT45 NEXT TO TAG	4
TIONBKT1	OPTIONAL UNIVERSAL "L" MOUNTING BRACKET FOR ONE TLI™ LIGHthead	2
RPW50	Rear Pillar Outer Edge Six Lamp, Two Piece, For Ford Police Interceptor Utility 2020, Requires Six SOLO™ OEION* Lightheads	1
TCRWX5*TRIO	WeCanx Tracer 5-Lamp Housing	2
TCRB50	New 2020 Ford Police Interceptor Utility Running Board Mounting Kit, for 5 or 6 Lamp Tracer™, Each	2
ARGES1	Arges Super LED 360 Remote Control Spot Light	
ARG50D	Ford Police Interceptor Utility 2020 Driver Side Fender Mounting	1
ARGCH2	Control Head for Arges, Swivel Mount	1
C-VS-1012-INUT-2	Vehicle-Specific 22" Angled Console for 2020-2025 Ford Interceptor Utility.0" front angled, 12" rear horizontal & 27° degree of angle	1
C-PM-124-PC	Brother PocketJet 6 & 7 Printer Mount for 2020-2025 Ford Interceptor Utility Consoles	1
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount)	1
c-lp2-usb-bl2	FACEPLATGE WITH 2 12V AND 1 USB OUTLET	1
C-SW-1	Black Paddle Type Rocker Switch, LED Pilot Light, 20 Amps, 12 Volt, On/Off 3 Prong	2
c-arm-108	Side Mounted Swing-Away Flip-Up Armrest	1
C-MAP-SL	Map Light, Side Mount, 18" Long	1
HAV-C-MCB	Console, Accessory, Mic Clip, Option, Bracket	2
C-HDM-204	8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	1
HAV-C-HDM-204	Computer Mount Pole	1
PRPSP4714UIN20A	2020-Current Ford Interceptor Utility Partition PRPSP47xxUIN20 PFW47XXUIN20	1
S4702UIN20OSB-R	2020-Current Ford Interceptor Utility Transport Seat with Cargo Barrier and OSB Retractable System S4702UIN20OSB-R, S4705UIN20OSB-R	1
WBP47NPUIN20	2020-Current Ford Interceptor Utility Poly Window Armor ABS Door Panels WBP47NPUIN20	1
DPCP47UIN20	Door cover panel plates for switches	1
CSDLG003	2020-Current Ford Interceptor Utility Cargo Storage Drawers	1

CSD47UINT20	Cargo Storage Drawer – Electronics Tray	1
4CSD47UINT20	2020-Current Ford Interceptor Utility Cargo Storage Drawer Mount 4CSD47UINT20 Free Standing 4CSD47UINT20FS	1
SHOP SUPPLIES	MISC SUPPLIES	1
LABOR-ORL-LIGHT	LABOR PER HOUR, LIGHT DUTY EMERGENCY VEHICLES	1
FREIGHT	FREIGHT CHARGES	1

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

Item **Description:** **Quantity:** **Unit:** **Unit Price:** **Total Price:**
No:

1. **Complete** Emergency 12 EA \$ _____ \$ _____
Lighting Package
Ford Police Interceptor (Explorer)

TOTAL BID FOR CONTRACT \$ _____
(Figures)

(Words)

Please include a separate spread sheet itemizing line item unit pricing to be used with potential future purchases of individual items.

Item Number / Description:

The use of any manufacturer’s name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer’s items of equal quality and interoperability. The City’s Public Work’s Operations Manager or his designee shall be the sole judge of the quality and interoperability of alternate products proposed and his decision will be final.



**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.L.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Seabreeze Baseball Booster Club Proposal for Scoreboard Upgrade at Wendelstedt Field 1		
Recommended Action	Staff recommends approval of the Seabreeze Baseball Booster Club's proposal for the scoreboard upgrade to Wendelststedt Field 1.		
Strategic Goal	Quality of Life - Consider the development of additional facilities for public programs and community gatherings/events.		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This is a request for the City Commission to approve the Seabreeze Baseball Booster Club's proposal for the scoreboard upgrade for Wendelstedt Field 1 at no cost to the City of Ormond Beach.

In June of this year, the Seabreeze Baseball Booster Club discussed with staff and the Parks & Recreation Advisory Board the possibility of upgrading the scoreboard at Wendelstedt Field 1 to look and feel more like a home field for the Seabreeze Baseball program. The Parks & Recreation Advisory Board made a motion to approve the scoreboard upgrade for Nova Field 1, utilizing the grant process of the Daytona Beach Racing and Recreation Facilities District.

The Seabreeze Baseball Booster Club will be responsible for all purchasing and installation costs as well as maintenance of the scoreboard while ownership will be turned over to the City of Ormond Beach.

Financial Impact

None

Citizen Impact

The installation of the new scoreboard at Wendelstedt Field 1 is expected to significantly enhance the experience for players, spectators, and community members. The addition will provide real-time game updates, improved visibility, and a more engaging environment for local sports events and tournaments.

Attachments

1. Seabreeze Scoreboard Grant Proposal-8



Scoreboard Grant Proposal

JULY 2025

**Request for Scoreboard Funding at
Wendelstedt Baseball Field**

PRESENTED TO:

Daytona Beach Racing &
Recreational Facilities
District

PROPOSAL BY:

Seabreeze Baseball
Boosters, Inc.

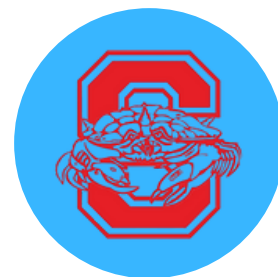


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Project Summary



Contact Information

***Seabreeze High School
2700 N. Oleander Avenue
Daytona Beach, FL 32118***

Bradley Bauknecht
bradb@newkirk-engineering.com
(386) 290-6844

Seabreeze Baseball Boosters, Inc.

Seabreeze High School Baseball is requesting funding support for the purchase and installation of a professional-grade electronic scoreboard at Wendelstedt Field #1 in Ormond Beach, Florida. This historic field has served as the home of Seabreeze Baseball for nearly 40 years, as our campus lacks an on-site facility. The proposed Nevco scoreboard will elevate the field into a premier baseball venue, enhancing game day experiences, generating community pride, and supporting future sustainability through advertising revenue and formal maintenance planning. This project directly benefits student-athletes, families, and the broader Volusia County community. The total project cost is \$61,031.60. We are respectfully requesting grant funding in the amount of **\$49,831.60** and have already secured the remaining \$11,200.00 through the efforts of our Booster Club, ensuring the project will be completed in full upon approval. This is not just an investment in equipment, it's an investment in legacy, student-athlete recognition, and the future of Sandcrab Baseball. We are ready. The community is behind us. All we need now is your support!

Total Funding Requested: \$49,831.60

Total Project Cost Estimate: \$61,031.60

The total project cost includes the Nevco scoreboard system (\$49,831.60) and estimated associated expenses for electrical installation (\$6,500), soil disposal (\$2,500), final landscaping (\$1,200), and permit-related costs (\$1,000).



About the Applicant

Seabreeze Baseball Boosters Background

The Seabreeze Baseball Boosters, Inc. is a 501(c)(3) nonprofit organization composed of parents (many of whom are Seabreeze alumni), grandparents, guardians, and local supporters who generously volunteer their time and provide financial support to the Seabreeze Baseball Program. This extracurricular program is offered to students at Seabreeze High School and continues to grow in size and impact.

For the 2024–2025 season, the program served 23 varsity players and an additional 17 junior varsity athletes (approximately 40 total), supported by seven dedicated coaches. Our program emphasizes not only athletic development but also academic excellence and character-building.

As of April 2025, Volusia County Schools are facing a projected \$25.8 million budget shortfall for the current fiscal year ending June 30. District funding for athletics and other extracurricular programs remains unavailable. This ongoing financial reality places the full burden of operational and facility costs on the booster club and the families involved.

We operate on an annual budget of approximately \$65,000. These funds are raised primarily through year-round concession sales at the Wendelstedt Complex and our annual golf tournament. Parents and players volunteer nine months out of the year to run concessions during fall, spring, and summer tournaments. In addition to fundraising, a portion of the budget is supported by annual player dues.

This budget covers uniforms, equipment, coaching stipends, the Varsity Spring Break tournament trip, and the annual senior banquet. However, there are no surplus funds available for capital improvements or large-scale facility projects.

We are incredibly grateful for the support this organization has provided in the past and would be honored to continue this partnership. A grant this year would help us take the next step toward our long-term vision of creating a safe, modern, and community-backed **home** for Seabreeze Baseball.



MEMBERSHIP AND TAX EXEMPT STATUS

CERTIFICATE

EIN:46-2062843 • Fiscal year end: December

is a subordinate member in good-standing of Parent Booster USA, Inc. through
December 31, 2025

and as a result is recognized by the Internal Revenue Service as tax-exempt
under section 501(c)(3) of the Internal Revenue Code.

Information about federal tax-exempt status under section 501(c)(3) of the Internal Revenue Code.

Membership in Parent Booster USA must be renewed annually to maintain tax-exempt status. To renew membership, visit:
parentbooster.org/renew.

Parent Booster USA, Inc. is a Florida nonprofit corporation recognized by the IRS as tax-exempt under section 501(c)(3) of the Internal Revenue Code. Parent Booster USA, Inc. has also been issued a group exemption letter by the IRS that recognizes Parent Booster USA's subordinate organization members as tax-exempt under section 501(c)(3). Parent Booster USA quarterly provides the IRS with an updated list of its subordinate organizations in good standing. Subordinate organizations in good standing are provided with this certificate to confirm their federal tax-exempt status.

Confirming Parent Booster USA's tax-exempt status.

Parent Booster USA's federal tax-exempt status and group exemption letter may be confirmed on the IRS website as follows:

1. Go to www.irs.gov or visit apps.irs.gov/app/eos and skip to step 5
2. At the top the page under **Search**, or under **Menu** on mobile, click **Charities & Non-profits**
3. Click the link for the **Tax Exempt Organization Search**
4. Down the page, click the blue button for the **Tax Exempt Organization Search**
5. Enter Parent Booster USA's EIN: **30-0281785**
6. Click **Search**

Under **Deductibility Status**, it says **GROUP**. If you click on **GROUP**, an explanation regarding the group letter ruling that exempts PBUSA's subordinates appears.



13506 Summerport Village Pkwy #1506 Windermere, FL 34786
Phone: 407-347-0063 Fax: 407-459-7546 Email: info@parentbooster.org

05

Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: June 27, 2019

PARENT BOOSTER USA INC
3554 W ORANGE COUNTRY CLUB DR
WINTER GARDEN FL 34787

Person to Contact:

Mrs. Brown # 02-02975

Employer Identification Number:

30-0281785

Group Exemption Number:

5271

Dear Sir or Madam:

This is in response to your request dated June 24, 2019, for information about your tax-exempt status.

Our records indicate we issued a determination letter to you in October 2005, and that you're currently exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also recognized the subordinates on the list you submitted as exempt from federal income tax under IRC Section 501(c)(3).

For federal income tax purposes, donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106 and 2522.

Because IRC Section 170(c) describes your subordinate organizations, donors can deduct contributions they make to them.

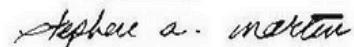
Please refer to www.irs.gov/charities for information about filing requirements. Specifically, IRC Section 6033(j) provides that, if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

In addition, each subordinate organization is subject to automatic revocation if it doesn't file a required return or notice for three consecutive years. Subordinate organizations can file required returns or notices individually or as part of a group return.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Sincerely yours,



Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

06



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8016418394C-1	03/26/2024	03/31/2029	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SEABREEZE BASEBALL BOOSTERS INC
225 CUMBERLAND AVE
ORMOND BEACH FL 32174-5247

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



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



Statement of Need

Seabreeze High School, located in Daytona Beach, Florida, proudly represents a tradition of athletic and academic excellence. While our campus sits just across from the Atlantic Ocean, this iconic location unfortunately limits our ability to develop on-campus athletic facilities, including a baseball field.

As a result, Wendelstedt Field #1 at the Ormond Beach Sports Complex (60 Doug Thomas Way, Ormond Beach, FL) has served as the official **home** for all Seabreeze High School Baseball practices and games for nearly 40 years.

There are three fields at the Wendelstedt complex, but we are only seeking improvements to Field #1, which serves as the designated home field for Seabreeze High School Varsity Baseball.

This historic field, named in honor of Major League Baseball umpire Harry Wendelstedt, has served countless athletes and community programs over the years. Our long-term goal is to continue transforming Wendelstedt Field into a true home, one that instills pride in our student-athletes and creates a first-class, professional atmosphere for our players, families, and community.

Last year, we respectfully submitted a grant request to help fund the construction of permanent concrete dugouts at Wendelstedt Field. Although that request was not awarded, our Booster Club remained fully committed to the project. Thanks to the support of our families, alumni, and community partners, we successfully raised independent funds and completed the new home team dugout.

(continued)

Statement of Need

(continued)



Receipts documenting these expenditures are available upon request, and we have provided before and after photos to illustrate the impact of this great accomplishment and completed phase. (see pages 39-41)

We hope this demonstration of our willingness to invest alongside the Daytona Beach Racing and Recreational Facilities District sets us apart. We respectfully ask that you consider our proven commitment and follow-through when evaluating this year's request, especially knowing that our organization fully funded the requested value on a prior project that was not funded.

Building on this momentum, we now respectfully ask for your support to complete the next phase of our facility improvement plan: the installation of a professional-grade scoreboard. This addition will bring energy, visibility, and excitement to every inning, clearly define Wendelstedt Field as the **home** of Seabreeze Baseball, and serve as a centerpiece for games, tournaments, and community events throughout the year.

A scoreboard is more than just a place to display the score. It creates a professional game day experience for players, coaches, and fans. It builds identity and pride, and it would help establish Wendelstedt Field as a premier venue for youth, high school, and tournament baseball throughout our region.

Community Impact



The addition of a professional scoreboard at Wendelstedt Field will benefit **over 10,000+ people annually**, far more than just Seabreeze High School Baseball. This facility is a year-round hub for community baseball and serves as a home field and tournament venue for a wide range of programs, including:

- USSSA Tournament Baseball
- Bethune-Cookman University
- Ormond Beach Golden Spikes Travel Baseball
- OBYBSA Recreational League
- Showcase Baseball Academy (SBA) Elite
- Hard Ninety Baseball
- Calvary Christian Academy Baseball
- Halifax Academy Baseball

Additionally, Wendelstedt Field has been home to the Harry Wendelstedt Umpire School since 1990, one of only three nationally recognized professional umpire training programs in the United States. Each year, this program attracts aspiring umpires from across the country for four to five-week intensive training courses, supporting our local hotels, restaurants, and businesses while reinforcing Ormond Beach's and Volusia County's role in the world of professional baseball development.

The impact of this facility extends well beyond the field. By hosting league games, travel tournaments, showcase events, and professional training programs, Wendelstedt Field draws thousands of athletes, families, and visitors to Ormond Beach and Volusia County each year, providing a meaningful boost to our local economy through sports tourism.

The addition of a professional, inning-by-inning scoreboard would elevate the facility's presentation and functionality, helping us attract more events, enhance the player and spectator experience, and position Wendelstedt Field as a premier baseball destination.

This project directly supports the growth of youth sports, community pride, and the local economy, making it a meaningful investment not only to Seabreeze High School, but to the entire Ormond Beach and greater Volusia County community.

Letters of Recommendation



We are proud to submit letters of support from the following community leaders & partner organizations:

- **Jeff Lemon** - Seabreeze Baseball Head Coach
- **Anthony Campanella** - Seabreeze High School Athletic Director
- **Joe Thistle** - OBYBSA Executive Director of Baseball
- **Chad Parsons** - Ormond Beach Spikes Baseball President
- **Derek Deler** - USSSA Tournament Baseball Director
- **Sean Harmon** - Showcase Baseball Academy (SBA) President

Also included in these letters of recommendation is the full support of the Ormond Beach Leisure Services Advisory Board.

On June 11, 2025, we proudly presented this scoreboard proposal to the Board and were unanimously approved to move forward. This unanimous vote now grants us eligibility to present this project before the Ormond Beach City Commission for a final vote to approve installation of the new scoreboard at Wendelstedt Field.

Seabreeze High School

2700 North Oleander Avenue
Daytona Beach, Florida 32118
www.seabreezehigh.org



Tucker Harris/Principal
(386) 258-4674
Fax (386) 506-5071

5/15/2025

To Whom It May Concern,

As the Head Coach of Seabreeze High School Baseball, I take great pride in providing our student-athletes with a competitive environment that fosters excellence, teamwork, and school spirit. One of our ongoing goals is to make the Wendelstedt Fields at the Omond Beach Sports Complex feel like home for our baseball program. The addition of a professional-grade scoreboard proudly displaying "SEABREEZE" across the top would be a tremendous step toward achieving that goal. Many of our competitors already enjoy the advantage of playing on customized home fields that build player pride and enhance the game-day experience. This scoreboard would give our student-athletes that same sense of belonging and recognition each time they take the field.

Additionally, having inning-by-inning score visibility would greatly improve the competitive experience for both players and fans. It provides real-time awareness of the game situation, helping our athletes develop better in-game strategies while keeping spectators fully engaged in the action.

This improvement is more than just an upgrade to the field—it's an investment in our players, our program, and our community. It creates an environment where our student-athletes can continue to grow, compete, and represent Seabreeze High School with pride.

I fully support the Seabreeze Baseball Boosters' grant request and appreciate your consideration of this important project. Should you have any questions or require additional information, please do not hesitate to contact me.



Sincerely,
Coach Jeff Lemon
Head Baseball Coach
Seabreeze High School
(386)931-0066
Jeffbaseball13@gmail.com

Seabreeze High School

2700 North Oleander Avenue
Daytona Beach, Florida 32118
www.seabreezehigh.org



Tucker Harris/Principal
(386) 258-4674
Fax (386) 506-5071

May 15, 2025

To the Board of the Daytona Beach Racing and Recreational Facilities District,

As the Athletic Director of Seabreeze High School, I am proud to offer my full support for the Seabreeze Baseball Boosters' grant request to fund the installation of a professional scoreboard at Wendelstedt Field, located at the Ormond Beach Sports Complex.

While I now serve as Athletic Director, my connection to Seabreeze Baseball runs far deeper. I had the privilege of serving as the Head Baseball Coach at Seabreeze High School for 33 years prior to stepping into my current role. I have personally witnessed the evolution of our program and the countless athletes who have proudly worn the Sandcrabs uniform over the decades. I know firsthand how important it is to create a home environment that fosters both school pride and a first-class athletic experience.

Due to the space limitations of our campus, Wendelstedt Field has served as our home facility for many years. This field has become more than just a place to play—it has become part of the identity of Seabreeze Baseball. However, it still lacks the finishing touches that transform a field into a true home. A scoreboard bearing the Seabreeze name would not only elevate the experience for our players and families but would also serve the many other organizations and community partners who utilize the facility year-round.

Enhancing Wendelstedt Field with a professional scoreboard would support not just Seabreeze High School, but the larger Volusia County baseball community, including youth leagues, travel programs, and tournament organizations that contribute to the local economy and provide meaningful athletic opportunities to young athletes across our region.

I respectfully encourage your full consideration of this grant request and thank you for the role your organization plays in advancing recreational and athletic opportunities in our community.

Should you require any further information, I would be happy to assist. Please feel free to contact me at (386) 258-4674.

Sincerely,

Anthony Campanella

Athletic Director - Seabreeze High School
2700 N. Oleander Avenue., Daytona Beach, FL 32118



June 10th, 2025

To Whom It May Concern,

As the Executive Director of Baseball of the Ormond Beach Youth Baseball and Softball Association (OBYBSA), I am writing to express our full support for the Seabreeze Baseball Boosters' grant request to fund the installation of a professional scoreboard at Wendelstedt Field.

OBYBSA proudly serves hundreds of local athletes and families in our community through recreational leagues, tournaments, and travel ball programs, including the Ormond Beach Golden Spikes. Wendelstedt Field plays a key role in our program's ability to host league games, travel tournaments, and special events—many of which bring in teams and families from across the region.

The addition of a professional scoreboard with inning-by-inning scoring would significantly enhance the overall experience for our players, coaches, and spectators. Not only would it elevate the professionalism of our tournaments and league play, but it would also improve the game atmosphere by providing real-time score visibility that keeps athletes and fans engaged from the first pitch to the final out.

As a nonprofit organization, OBYBSA is committed to providing the best possible environment for youth sports in Ormond Beach. This scoreboard would directly benefit the hundreds of players in our leagues and the many visiting teams who participate in tournaments we host at this complex each year. Additionally, it supports the City of Ormond Beach's broader goal of positioning our community as a premier destination for youth and amateur sports.

On behalf of OBYBSA and the Ormond Beach Golden Spikes, I strongly encourage your consideration of this request and appreciate your ongoing support of community-based sports programs that positively impact our youth.

Sincerely,

Joe Thistle
Executive Director of Baseball
Ormond Beach Youth Baseball and Softball Association (OBYBSA)



June 12, 2025

To Whom It May Concern,

As President of the Ormond Beach Golden Spikes Baseball Program, I wanted to personally show my support for the Seabreeze Baseball Boosters' request for funding to install a new scoreboard at Wendelstedt Field.

Our Spikes teams have played at Wendelstedt for years, and it continues to be one of the most important fields in our community. It is not just used by Seabreeze High School, but also by local travel programs like ours. It is where our players learn to compete, grow as teammates, and build lasting memories with their families cheering them on from the stands.

Adding a scoreboard to this field would be a major upgrade. It would improve the experience for everyone: players, coaches, fans, and even the younger siblings in the bleachers. It brings a level of excitement and professionalism to the field that our local athletes truly deserve.

Speaking not only as a coach, but also as a baseball dad who has spent a lot of time at this field, I can say the improvements that have already been made, including the new lighted batting cages, the turf halo around home plate, and the home side dugout, have brought a renewed energy to the entire Wendelstedt area. A scoreboard would be the next meaningful step and would make a big impact on the overall experience for everyone involved. On behalf of the Golden Spikes organization, I am proud to support this grant request.

Sincerely,

Chad Parsons
President
Ormond Beach Spikes



June 19th 2025

To Whom It May Concern,

As Area Director for USSSA Baseball here in Central Florida, we proudly host several high-level youth baseball tournaments throughout the year at the Ormond Beach Sports Complex, including games played on Wendelstedt Field.

We are pleased to submit this letter in full support of the Seabreeze Baseball Boosters' request to fund the installation of a professional scoreboard on Wendelstedt Field. This addition would significantly enhance the competitive atmosphere and overall quality of the events we host at this facility.

USSSA events attract teams from across the state and beyond, bringing hundreds of athletes, families, and spectators into the Ormond Beach community. Having a professional-grade scoreboard would elevate the experience for all involved.

A visible, easy-to-follow scoreboard is more than just a feature—it is a key part of the player and fan experience, allowing teams to stay informed and engaged throughout the game. It also helps tournament directors and officials manage games more efficiently, ensuring a professional and organized event for everyone.

We appreciate your consideration of this important project and look forward to continuing to bring top-level USSSA tournaments to Ormond Beach for years to come.

Sincerely,
Derek Deler
USSSA Area Director
United States Specialty Sports Association (USSSA)

A handwritten signature in black ink, appearing to read "Derek Deler".



June 2, 2025

To Whom It May Concern,

As the President of the Showcase Baseball Academy (SBA) Clubhouse in Brooksville, Florida and the SBA Elite Travel Baseball team based out of the Volusia Sports Center located at 1137 S. Nova Rd., Ormond Beach, FL 32174, I am excited to bring a new travel ball franchise to the Ormond Beach area and to Wendelstedt fields. As a long-time coach and mentor within the youth sports community, it is my absolute honor to write this letter in support of Seabreeze High School Baseball and their proposal to install a new and improved scoreboard at Wendelstedt Field.

SBA Elite teams have had the privilege of training and competing at Wendelstedt Field in 2025, and I can confidently say that it is one of the most respected and well-utilized venues in our area. The partnership between Seabreeze Baseball and the City of Ormond Beach has already led to meaningful facility improvement and we believe the addition of a scoreboard is the natural next step in elevating the overall experience for players, coaches, families, and fans.

This scoreboard will not only benefit the Seabreeze High School program but also enhance the quality of play for the many organizations and travel teams, like ours, who regularly use this facility for practices, games, and tournaments. As a coach who has worked with hundreds of players at the high school and collegiate level, I can attest to how impactful a professional field environment can be in helping young athletes perform at their best and take pride in where they play.

The Wendelstedt name carries a legacy of excellence, and it deserves a field that matches that reputation. A modern scoreboard will bring energy, clarity, and professionalism to every game played at this site. It will also help Ormond Beach continue to attract premier baseball events, which support local hotels, restaurants, and small businesses through sports tourism.

Seabreeze Baseball has demonstrated their commitment to community investment, fundraising, and facility stewardship. Their track record speaks volumes, and I have full confidence that this scoreboard project will be completed with the same integrity and follow-through.

On behalf of SBA Elite and the hundreds of families we represent, I fully endorse this project and respectfully urge your approval and support.

Sincerely,

Sean Harmon

Sean Harmon

President, SBA Clubhouse & Elite Baseball



Vendor Estimates & Project Quotes

01

Daktronics (\$60,877)..... pages 19–23

Daktronics provided a proposal for a fully customized, professional-grade scoreboard featuring wireless technology and team branding. This system includes software for scoring control. While impressive, this high-end scoreboard is beyond the scale and budget appropriate for our current facility needs.

02

DHA Install Group (\$56,899).....page 24

DHA Install Group is an installation company and third-party dealer for Nevco. While we needed a quote for installation, we can save \$7,067.40 by purchasing the scoreboard directly from Nevco and using DHA strictly for install. Their estimate includes all labor, structural engineering, scoreboard and truss arch installation, and the wireless controller package.

03

Nevco (\$49,831.60).....pages 25–26

Nevco provided a proposal for a professional-grade, inning-by-inning scoreboard, complete with team branding, game stat indicators, and upgradeable features. It includes shipping, freight, full installation, and a five-year warranty. It also includes local service support from a Jacksonville-based associate for future maintenance or repairs. Its balance of durability, functionality, and serviceability makes it the **most responsible and cost-effective solution for our program and community. We respectfully request full funding for this option.**

04

Electro-Mech (\$18,009).....pages 27–28

Electro-Mech submitted the lowest-cost estimate for a basic scoreboard with limited features, no branding and no installation or freight included. While this option meets minimal scoring needs, it lacks the long-term durability and professional support we require. For these reasons, we feel this is not the best option for our needs.

DAKTRONICS QUOTE # 876019-1-0

SEABREEZE HIGHSCHOOL
2700 N Oleander Ave Daytona
Beach, FL USA 32118
Phone: Fax:
Email:

18/Jun/2025
Quote Valid for: 30 days
Terms: Net 30 days from shipment with
Purchase Order

Subject to Credit Review
FCA: DESTINATION
Delivery: Call for Production Time

Reference: Baseball

Item No.	Model	Description	Qty	Price
1	BA-2030-W-PV-F	PanaView®Baseball/Softball Scoreboard; Scoreboard Color: Light Blue (13932) Semi-Gloss Finish; Caption Color: _____; Border Stripe Color: _____ Cabinet Dimensions: 6'6"HX 20'0"WX0'8"D Digit Type: (Approx. Dimensions) Digit Color: PANAVIEW Max Power: WHITE Weight: 495 watts/display Unpackaged 600 lbs per display; Packaged 925 lbs per display	1	\$15,988.00
	TNMC_8x32_White LED (34mm)	8x32-34mm LED Team Name Message Center; Set of 2; White LED's Digit Color: WHITE Weight: Unpackaged 70 lbs per display; Packaged 150 lbs per display	1	
	AS-5010 Kit	All Sport® 5010 Control Console Kit	1	
	Outdoor Scoreboard Radio Communication (Transmitter)	Frequency of 2.4 GHz	1	
	Radio Receiver	Frequency of 2.4 GHz	1	
	I-Beam Mounting Method (A)	For 2 I-Beams	1	
	System Startup	Final Commissioning of Equipment	1	
2	DA-1001-20 with Non-Backlit Lettering and Screen Backing	Arch Truss; Alum, 3ft tall x 20ft long w/ 50% Non-Backlit Lettering/Logo & Screen Backing. (Light Blue (13932) Semi-Gloss Finish) Cabinet Dimensions: 3'0"HX 20' 0"W X 0'3" D Weight: (Approx. Dimensions) Unpackaged 240 lbs per display; Packaged 490 lbs per display	1	\$7,492.00
3	Physical Installation	See attachment A.	1	\$34,500.00
	Daktronics System Certified Structural Drawings <100	Engineered stamped drawings for footing and beams	1	
4	FREIGHT	Shipping to site via Partial Load (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required. Customer is responsible for receiving & unloading truck upon delivery.	1	\$2,485.00

Daktronics, Inc.
201 Daktronics Drive
Brookings, SD 57006 USA
www.daktronics.com

Quote # 876019-1 Rev 0

Page 1 of 3



DAKTRONICS QUOTE # 876019-1-0

Services

5	G5C5-W	Five (5) Year Parts Only - Includes Customer Care Level 3	1
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Total Price Excluding Applicable Tax:	\$60,465.00
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Please reference listed sales literature: DD1696958 for TNMC_8x32_White LED(34mm), DD2467046 for BA-2030-W-PV-F, DD3888368 for DAKScore App with All Sport® MX-1 Mobile Scoring Kit, DD5454486 for G5C5-W, SL-03991 for AS-5010 Kit, SL-04370 for Outdoor Scoreboard Radio Communication (Transmitter), SL-04370 for Radio Receiver, SL-08028 for DA-1001-20 with Non-Backlit Lettering and Screen Backing

Options

Please contact your sales representative for additional information

DAK Score App with All Sport® MX-1 Mobile Scoring Kit	DAKScoreApp with All Sport® MX-1 Mobile Scoring Kit and Gen VI Radio Transmitter	1	\$412.00
Angle Clamp Mounting Method (A)	For 2 Tubes	1	

\$60,877.00

DAKTRONICS QUOTE # 876019-1-0

Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows: \$50,000 in total equipment cost = \$11,285 per year \$100,000 in total equipment cost = \$22,568 per year \$250,000 in total equipment cost = \$56,420 per year **Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner.** Contact your Daktronics representative for additional options and details.

Notes: Due to the current uncertainty regarding the status of tariffs, prices exclude tariffs imposed after May 29, 2025. In the event Daktronics' total cost for equipment, materials, or components required to perform the work increases due, directly or indirectly, to tariffs that are implemented after May 29, 2025, Daktronics reserves the right to an equitable adjustment to the purchase price.

Exclusions:

- | | |
|--|------------------------------|
| - Power | - Hoist |
| - Signal Conduit | - Labor to Pull Signal Cable |
| - Applicable Permits | - Taxes |
| - Electrical Switch Gear or Distribution Equipment | - Front End Equipment |

Unless expressly stated otherwise in this Quote # 876019-1 Rev 0 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those services may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to [Daktronics' graphic file standards](#), at the time of order.

Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

Bret Dunn
PHONE:
FAX:
EMAIL: Bret.Dunn@daktronics.com

Jessica Powers
PHONE: 605-692-0200
FAX:
EMAIL: Jessica.Powers@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

Limited Warranty and Extended Service Terms and Conditions (www.daktronics.com/DD5459759)

SL-02375 Standard Terms and Conditions of Sale (www.daktronics.com/terms_conditions/SL-02375.pdf)

SL-07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)

Additional Links:

Customer Care Level 3, Parts Coverage, No Daktronics Labor Coverage (www.daktronics.com/DD5454486)

NOTE:

The pricing may be adjusted for freight and taxes depending on the options selected.
Please request order documents to submit your order.



DAKTRONICS QUOTE # 876019-1-0 MAIN ATTACHMENT A

CUSTOMER RESPONSIBILITIES

General

- 1) Provide soil investigation report at time of order for each respective Equipment location(s); Main Scoreboard
- 2) Mark location of the new Equipment as delineated in the quote for each respective Equipment location(s);
Main Scoreboard
- 3) All landscaping restoration, as required
- 4) Provide all landscaping, track, sidewalk and path protection along with site restoration, and/or sprinkler system repair work
- 5) Locate private underground utilities

Structures

- 1) Not applicable

Electrical & Data

- 1) Provide primary power to the demarcation point (reference clarifications below) per all applicable electrical codes and regulations. Actual primary power requirements, with over current protection, shall be based on available site power and all associated loads for the new Equipment for each respective Equipment location; Main Scoreboard
- 2) Provide electrical panel board with all associated breakers per all applicable electrical codes and regulations. Actual primary power requirements, with over current protection, shall be based on associated loads for the new Equipment for each respective Equipment location; Main Scoreboard

Product/Equipment

- 1) Provide storage of all Equipment and control equipment in a safe, dry, and secure location until installation for each respective Equipment location(s); Main Scoreboard

DAKTRONICS RESPONSIBILITIES

General

- 1) Secure necessary construction permits, as required, for each respective Equipment location(s); Main Scoreboard
- 2) Removal and disposal of existing Equipment for each of these Equipment location(s); Main Scoreboard
- 3) Removal and disposal of existing primary structure for each of these Equipment location(s); Main Scoreboard excludes foundation removal, primary structure will be removed to the top of the existing foundation

Structures

- 1) Excavation of foundation(s) including spoils removal. Placement and finishing of concrete for foundation(s). For this quotation, Daktronics basis for foundation type for all Equipment locations is spread
- 2) Steel fabrication and erection of structural column(s). Any Equipment location not specifically listed, either does not have structural column(s) or is not part of Daktronics project scope. The following Equipment location(s) are included in Daktronics quotation to fabricate and erect structural column(s); Main Scoreboard
- 3) Steel fabrication and erection of sub-structure for Equipment mounting. Any Equipment location not specifically listed, either does not have sub-structure or is not part of Daktronics project scope. The following Equipment location(s) are included in Daktronics quotation to fabricate and erect sub-structure for Equipment mounting; Main Scoreboard
- 4) Finish coating on structural steel provided in this quotation is paint for the following Equipment locations; Main Scoreboard

Electrical & Data

- 1) Provide secondary power conduits, conductors and power hook-up from demarcation point (reference clarifications below) to all Daktronics supplied load centers/termination panel at/within the Equipment per all applicable electrical codes and regulations for each respective Equipment location; Main Scoreboard

Product/Equipment

- 1) Accept, lift, unload, and inspect all Equipment from carrier for each respective Equipment location(s); Main Scoreboard
- 2) Lift and mount Equipment listed in this quotation for each respective Equipment location(s); Main Scoreboard

QUALIFICATIONS/CLARIFICATIONS

- 1) Foundations: For this quotation Daktronics basis for new foundation design is a class 4 soil with a minimum allowable vertical bearing pressure of 2,000 psf per Chapter 18 of the International Building Code (IBC). The foundation excavation is based on the excavated area remaining open without collapsing to allow the placement of applicable reinforcement and/or structural columns and concrete. This quotation does not include casings, slurry, dewatering or any other soil stabilization. In the event rock, water, differing soil conditions other than class 4 soil per Chapter 18 of the International Building Code (IBC) or unforeseen conditions are encountered, the Customer will be responsible for any additional costs, plus overhead and profit of 20%.
- 2) Electrical: The maximum voltage is 120 volts line to neutral for all Equipment in this quotation for each respective Equipment location(s); Main Scoreboard
- 3) Electrical Demarcation: For all Equipment locations is five (5) feet off grade on structure
- 4) Access: Daktronics requires unobstructed access to Equipment and control room installation site until display is 100%. Installation equipment (cranes, lifts, trucks, concrete trucks, etc.) are expected to have access directly to the scoreboard/structure location. No concrete pumping, concrete buggies, or crane picks over 10' distance from scoreboard structure are included
- 5) Existing Conduit: Costs to repair or replace damaged or obstructed conduit have not been included in this quote
- 6) Project Scope: Installation pricing may not comply with all bid specifications, divisions, or drawings. Installation pricing is based on the tasks identified above. Any change or addition to the tasks or descriptions may result in additional costs
- 7) Damages and Wages: Liquidated damages, prevailing wages, certified payroll or union labor have not been included in the installation pricing
- 8) Exterior Equipment: The bottom of the Equipment will be placed at an elevation of ten (10) feet above grade



QUOTE

Seabreeze HS

Date	DHA Contracting LLC
9 Jun 2025	Attention: Dylan
Expiry	Hofsiss
17 Jun 2026	15 Boulder Trail
Quote Number	Mahwah, NJ 07430
QU-0794	

Description	Quantity	Unit Price	Tax	Amount USD
Structure Installation	1.00	22,460.00	Tax Exempt	22,460.00
(1) Installation of footing per engineered drawings.				
(1) Installation of Nevco 1608 scoreboard				
(1) Installation of arch truss				
Engineered Drawings	1.00	850.00	Tax Exempt	850.00
(1) DHA will procure engineered drawings for structure design. This item has already been completed				
Product Procurement	1.00	33,589.00	Tax Exempt	33,589.00
(1) Procurement of Nevco 1608 scoreboard				
(1) Arch truss with Seabreeze lettering				
(1) Wireless controller package				
Subtotal				56,899.00
TOTAL TAX				0.00
TOTAL USD				56,899.00

Registered Office: Attention: Dylan Hofsiss, 15 Boulder Trl, Mahwah, NJ, 07430, USA.

Terms

- (1) Primary power by others. DHA will put PVC conduit within footing.
- (2) Soil disposal by others. DHA will spin dirt off to the side or to a location on site
- (3) All final landscaping by others
- (4) Permitting is included. Any permit costs however will be added to cost of proposal



Account Name	Seabreeze High School	Created Date	6/9/2025
Quote Number	00186049	Expiration Date	8/5/2025
Contact Name	Bradley Bauknecht	Prepared By	Jacob Scott
Title	Grant Application Representative	Title	Display and Scoring Consultant
Phone	(386) 290-6844	Phone	(904) 451-0930
Email Address	bradb@newkirk-engineering.com	Fax	(818) 664-0398
		Email Address	jscott@nevco.com

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Unit Price	Discount (Percentage)	Total Price
9.00	046-0100	30" Letter for Decorative Truss (per letter)		USD 516.00	10.00%	USD 4,179.60
1.00	1608-ETN-W	Baseball/Softball LED Scoreboard with All-White Digits	18'x6'x8"	USD 19,401.00	10.00%	USD 17,460.90
1.00	235-5016	Custom Color Striping 1" - 14'-18' Outdoor models		USD 114.00	10.00%	USD 102.60
2.00	802-0300 - MPCX2 Baseball/Softball	Wireless Handheld Control	0.3'x0.5'x0.1'	USD 403.00	10.00%	USD 725.40
1.00	850-0003	Aluminum Decorative Truss Arch 4' Tall x 18' Wide	18'x4'	USD 3,338.00	10.00%	USD 3,004.20
1.00	MPCX/MPCX2 Case	MPCX/MPCX2 Control Carrying Case (holds 2 controls)	12.4'x8"x4"	USD 38.00	10.00%	USD 34.20
1.00	MPCX2 Rec - Outdoor x6xx	In-board Wireless Receiver Kit		USD 683.00	10.00%	USD 614.70
Total Shipping Weight (lbs.)		1,275	Subtotal	USD 28,121.60		
County		Volusia	Freight	USD 2,216.88		
Total Savings!		USD -2,902.40	Installation	USD 23,310.00		
			Total	USD 49,831.60		

Additional Notes

Installation provided by DHA Contracting
 5-year warranty include
 1-year handheld warranty included

Billing/Shipping Information

Bill To Name	Seabreeze High School	Ship To Name	Seabreeze High School
Bill To	2700 N Oleander Ave	Ship To	60 Doug Thomas Way
	Daytona Beach, FL 32118-3199		Ormond Beach, FL 32174
	USA		USA

Quote Terms and Conditions

Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

Thank you for giving Nevco Sports, LLC the opportunity to provide a formal quote for your scoring and display project. Since 1934 we have been helping customer Light Up the Game with our high quality [Scoreboards](#), [Video Displays](#), [Swimming Solutions](#), [LED Scorers Tables](#) and [Message Centers](#). We certainly understand that you have many choices for scoring and display products, and we would be honored to be selected as your partner for this exciting project.

The provided quote outlines your product selections. Please look it over carefully and work with your Nevco Scoring and Display Consultant to review and answer any questions.

Please note that Nevco is the manufacturer/supplier of your scoring equipment order and is not an installation provider. Your Nevco scoring consultant may guide you in securing a third-party installation firm to assist in the installation of your order.

We look forward to partnering with you on this very exciting opportunity!

Placing Order:

When you are ready to place your order, contact your Nevco Scoring and Display Consultant to walk you through the order entry process. Nevco will need the following information:

- Finalized equipment decision, including colors and digit selection
- Signed Print Ready Proof
- Delivery location/address
- Sales Tax Exempt (if Applicable)
- Signed Purchase Order, Full or Partial Payment (As Directed by Nevco Accounting)
- Bill to information – Invoice Remit

If you are incorporating school or sponsorship logos into your project, please view [Nevco Graphics File Standards](#) and submit with your order documents.

Additional Information:

Our website www.nevco.com is a great resource and offers helpful information. Learn more about what our customers are talking about by visiting the following:

• **Is your sound system leaving your fans a little underwhelmed?**

Check out our full line-up of [Indoor and Outdoor Sound Systems](#).

• **Wishing you could check off more items on your list of needs?**

See how [Nevco Sports Marketing](#) could add revenue to your budget.

• **Curious what other schools have installed?**

Look through our [Nevco Photo Gallery](#) for ideas and inspiration to enhance your facility.

• **Interested in leasing options?**

See how [Nevco Leasing](#) solutions help you get the products you need faster than traditional fundraising.

• **Looking to add a Fully Automated Timing (FAT) System to Your Track and Field Venue?**

Find the perfect (FAT) package for your facility from [FinishLynx](#) (a Nevco-owned company).

**QUOTATION**

Quote Date: May 12, 2025

Quote Number: 0083897

Rev. 5/12/2025 8.84685

Page 1 of 2

Quote Prepared For:

Seabreeze High School
2700 N. Oleander Road
Daytona Beach, FL 32118

Contact Information and Notes:

Seabreeze High School
2700 N. Oleander Road
Daytona Beach, FL 32118

Customer ID		Payment Terms	Good Through	Sales Rep	
FLDAYTONA14		NET 30 DAYS	8/10/2025	Kelly Lombard	
Qty.	Item ID	Description		Unit Price	Amount
1	319-40-1750	LX1750, BASEBALL, 26FT X 9FT		18,480.00	18,480.00
	Digit Color	RED DIGITS			
	Face Color	MATTE BLACK			
	Caption Color	WHITE CAPTIONS			
	Stripe Color	WHITE STRIPING			
	Console Type	MP Console			
	Communication Type	Scorelink Embedded Wireless			
	Team Name Type	STANDARD GUEST AND HOME CAPS			
1	332-40-4000	SL-400 WIRELESS SYSTEM		900.00	900.00
	Wireless Type	SL-400 EMBEDDED RX	EMBEDDED TX		
1	544-10-4825	CARRYING CASE, CONSOLE		160.00	160.00

Quote NoteDeanna Newkirk
386-679-1929
deannanewkirk7@gmail.com

Net Order:	19,540.00
Less Discount:	2,931.00
Freight:	1,400.00
Sales Tax:	0.00
Quote Total:	18,009.00

Thank you for allowing us the opportunity to quote. Please call if you have any questions. To convert this quotation directly into an order, please provide a signature, purchase order number, and date on the lines shown below.

Signature of Authorized Purchaser_____
Purchase Order Number_____
Date



QUOTATION

Quote Date: May 12, 2025

Quote Number: 0083897

Rev. 5/12/2025 8.84685

Page 2 of 2

Standard Terms and Conditions

Payment Terms:

Upon acceptance of this proposal, unless another payment schedule is agreed upon in writing, the following Standard Payment Terms shall be applicable:

If Contract includes installation

50% Down payment
40% Due prior to shipping
10% Due upon completion of the installation

If Contract is supply only (no Installation)

50% Down payment
50% Due prior to shipping

Installation

Unless otherwise, specifically indicated on the attached quotation *and/or* indicated on the attached installation responsibility checklist, this proposal does **not** include the following materials and/or services:

- | | |
|--|---|
| -Stamped Engineered Drawings | -State & Local Taxes |
| -Additional Structure Dictated by Stamped Drawings | -Providing Electrical Service to Location |
| -Providing Conduit/Raceways | -Installation of Foundations |
| -Electrical Disconnect or Distribution Equipment | -Unloading or Storing of Scoreboards |
| -Licensing or Permitting | -Inside Delivery of Scoreboards |

Exclusions

In the event that Electro-Mech Scoreboard Co. is under contract to perform all of, or a specified portion of the installation of the scoreboard, signage, and/or equipment outlined in the attached quotation, unless otherwise stated the proposal does **NOT** include: stamped engineered drawings or costs associated with the addition of structure or footings dictated/required by engineered drawings, auguring/digging of footings, supply, pouring or finishing of concrete, rebar cages for footing reinforcement, metal fabrication for base plates or structure, costs associated with the amendment of unsuitable soils (including but not limited to encountering water/water table, rock removal, backfilling of voids created by rock removal, sandy or silty soil, etc.), removal of excavated materials, or additional return trips due to circumstances not directly controlled by Electro-Mech Scoreboard Co. (e.g. *improper power provided, inclement weather, restricted access to the site, etc.*)

Assumptions

In the event that Electro-Mech Scoreboard Co. is under contract to perform all of, or a specified portion of the installation of the scoreboard, signage, and/or equipment outlined in the attached quotation, unless otherwise stated it will be the responsibility of the Owner/Purchaser to ensure the following criteria is met: Electro-Mech will have unobstructed access to the site/location during normal business hours (this access will include entranceways large enough to accommodate the size boom trucks, cranes, and/or lifts as required to perform the scope of work), a clear, unobstructed radius of 50 foot (minimum) around the scoreboard location for the duration of the installation, manufacturer's required power at the location prior to installation, access to power disconnect/breaker(s) for the scoreboard circuit(s), the Owner/Purchaser will be responsible for having a licensed electrician make final power termination.

Deviance

If the scoreboard delivery or installation encounters any instance that requires deviation from the agreed upon scope of work and/or pricing, the project may be stopped or delayed until a mutually agreed upon solution is negotiated between the Owner and Electro-Mech Scoreboard Co.

Acceptance

The undersigned declares that they have authority to enter into agreement on behalf of the Customer, and acknowledges & agrees to the above stated Terms & Conditions for the attached quotation. Further it is acknowledged that any changes to the agreed upon scope of work that affects pricing must be in writing and will be the responsibility of the Customer. Verbal agreements, changes, or discussion related to pricing or scope of work changes *will not* be valid.

Thank you for allowing us the opportunity to quote. Please call if you have any questions. To convert this quotation directly into an order, please provide a signature, purchase order number, and date on the lines shown below.

Signature of Authorized Purchaser

Purchase Order Number

Date

Sustainability Plan



We have included the final quotes for all four proposals for transparency. However, we respectfully request full funding for the Nevco scoreboard system (Option 3) as the only solution that meets our program's immediate and future needs. We have included photos and specifications for this scoreboard option.

One of the features of the Nevco system is the dedicated branding & sponsorship area at the bottom of the scoreboard. This space will serve as the foundation for our formal Sustainability Plan, which allocates future advertising revenue to support both the baseball program and the long-term maintenance and eventual replacement of the scoreboard for future generations.

As part of our commitment to transparency, sustainability, and responsible planning, should you grant us the funds for this scoreboard, we will procure a written agreement with the City of Ormond Beach, who will be the owner of the scoreboard. This agreement will outline how the scoreboard's long-term success will be supported.

During our approval process with the Leisure Services Advisory Board, the City proposed that a portion of all advertising and sponsorship revenue generated from the bottom banner section of the scoreboard be divided into two meaningful allocations:

A portion will go to the Seabreeze Baseball Booster Club to support annual program needs, scholarships, equipment upgrades, and long-term fundraising efforts.

The remaining portion will go directly to the City of Ormond Beach, placed in a dedicated fund created specifically for the repair, maintenance, and eventual replacement of the scoreboard.

Sustainability Plan

(continued)



This scoreboard, which has not been replaced in over 30 years, would finally have a financial sustainability plan in place to support it for the next several decades. Based on conservative projections, we anticipate contributing at least \$30,000 every ten years into this dedicated fund. After deducting the estimated costs for installing new I-beams, the necessary structural supports for a larger scoreboard, and removal of the existing unit, we believe this reinvestment model is not only responsible but also ensures long-term success for future generations.

We are committed to making the most out of your donation and keeping the scoreboard operational and updated, so that future athletes and families never have to worry about going without this essential resource. You receive requests from many organizations asking for funds to build and improve, but few take the time to show you exactly how they will ensure your money is used wisely and not wasted.

We have that plan. And we hope you'll consider it carefully when selecting your grant recipients this year.

This scoreboard is more than a piece of equipment. It's a lasting symbol of pride, teamwork, and community.

**Your generosity won't just light up a scoreboard.
It will light up a legacy.**



Academic Excellence

Seabreeze Baseball has continued to build on its tradition of athletic and academic excellence, achieving 41 total wins over the past three seasons, including a 2023 District Championship, a 2023 Regional Championship appearance, a 2023 Super Regional appearance, and both a 2025 District Championship and 2025 Regional Championship appearance.

During this time, our program has proudly produced five All-Area First Team selections, including standout player Canyon Brown, who was selected by the Kansas City Royals in the 9th round of the 2024 MLB Draft. In addition, we have celebrated nine college baseball commitments in the past three seasons, further demonstrating our program's commitment to developing players for the next level.

Academically, our players continue to excel as true student-athletes, consistently maintaining a team GPA above 3.0 while balancing the demands of competitive athletics. Our team GPA achievements include 3.45 in 2022, 3.25 in 2023, 3.37 in 2024, and 3.41 in 2025, reflecting our program's dedication to excellence both on and off the field.

In addition to these successes, Seabreeze Baseball remains deeply committed to giving back to the community. Our players and coaches actively participate in volunteer events, lead free youth baseball clinics, and support organizations such as the Miracle League of Volusia County, which provides inclusive baseball experiences for children and adults with special needs. These efforts reflect our program's core mission: developing great athletes, great students, and great community leaders.

(continued)

Academic Excellence

(continued)



Unlike many competing schools in our region, Seabreeze High School does not have an on-campus baseball field. This puts our players at a significant disadvantage, not just logistically, but academically and in terms of visibility to recruiters. Schools like Spruce Creek offer fully equipped on-site facilities that naturally attract more attention from college recruiters, professional scouts, and tournament organizations. In contrast, Seabreeze athletes must travel to Wendelstedt Field to practice and compete, often missing out on academic credit hours that on-campus athletes at other schools automatically receive.

Every improvement we make to Wendelstedt Field is one step closer to closing that gap. By transforming this shared community field into a true **home** for Seabreeze Baseball, with the look, feel, and functionality of a premier venue, we not only create pride for our current players, but also help attract future talent who deserve the same opportunities as their peers. When a student sees a scoreboard lit up with their mascot, their stats, and their school colors, it sends a powerful message: *you belong here.*





Applicant's Compliance with Guidelines

- a. The proposed project is situated within the boundaries of the district and is intended to benefit the residents who live within those boundaries.**
- b. All grant funds requested from the district will be used strictly for capital improvements. These structural improvements, including the installation of a professional-grade scoreboard, will have long-term utility and positively impact the community for generations, particularly with the proposed sustainability plan in place.**
- c. The Seabreeze Baseball Boosters, Inc. is a recognized 501(c)(3) nonprofit organization, active since October 2005.**
- d. The project will be accessible and in active use by residents of the district for at least six months out of the year.**
- e. This project provides meaningful recreational value for student-athletes while promoting team spirit and community pride at a local high school located within District boundaries.**
- f. The project delivers a positive impact to local residents by offering opportunities to connect, support youth athletics, and build school and community spirit. No other funding sources are currently available to pay for this project.**
- g. The Seabreeze Baseball Boosters understand that grants may be awarded over time and have prioritized this project accordingly for your consideration.**
- h. This application is focused on a single project. All requested improvements are directly related to the goal of upgrading Seabreeze Baseball's home facilities.**
- i. The Seabreeze Baseball Boosters agree to comply with all legal, financial, and reporting requirements, as well as all relevant guidelines and recordkeeping provisions under the Federal Americans with Disabilities Act.**
- j. A representative from the Seabreeze Baseball Boosters will attend the scheduled Grant Meeting on July 22nd, 2025, and be available to answer any questions the Board may have.**
- k. This request is not being duplicated, in whole or in part, in any other application or project, and it does not overlap with an existing related function within the same service area.**

Closing Statement



Thanks to your generous support in 2023, which funded the installation of a custom "Sandcrabs" turf halo behind home plate and the addition of new netting and lights to our batting cages, Seabreeze Baseball has already experienced a remarkable improvement in our facility. These upgrades have energized our players, increased community turnout, and created a stronger home field atmosphere that our athletes and fans have truly embraced.

Additionally, thanks to the hard work and determination of our Booster Club, Seabreeze Baseball now has a permanent home dugout structure that stands as a lasting symbol of what can be accomplished when our community comes together.

Wendelstedt Field already feels more like **home** than ever before. With the addition of a professional scoreboard, we can continue that transformation, creating a field that not only builds pride for our players and community but also attracts college recruiters, professional scouts, and tournament organizers who bring valuable visibility and opportunity to our student-athletes.

We are excited to take this next step by adding a scoreboard, a feature that will transform Wendelstedt Field into a fully equipped, professional-caliber home field that celebrates every inning, honors every player, and brings fans and families together.

We respectfully and humbly request your full consideration to fund the Nevco Scoreboard (Option 3). We are incredibly grateful for your continued support and would greatly appreciate your investment in helping us achieve this important milestone for Seabreeze Baseball and the greater Ormond Beach community.

We recognize that this project cannot move forward without full funding. Should this request not be approved in full at this time, we respectfully acknowledge the district's policy allowing resubmission for future consideration, and we remain committed to pursuing this important improvement for our athletes and community.

Thank you again for your time, your partnership, and your commitment to strengthening the future of Seabreeze Baseball.

I hereby certify that all information provided in this grant application is true and correct to the best of my knowledge.

Signed,

Bradley Bauknecht

Bradley Bauknecht, Representative
Seabreeze Baseball Boosters, Inc.



Existing Scoreboard – Over 30 years old!



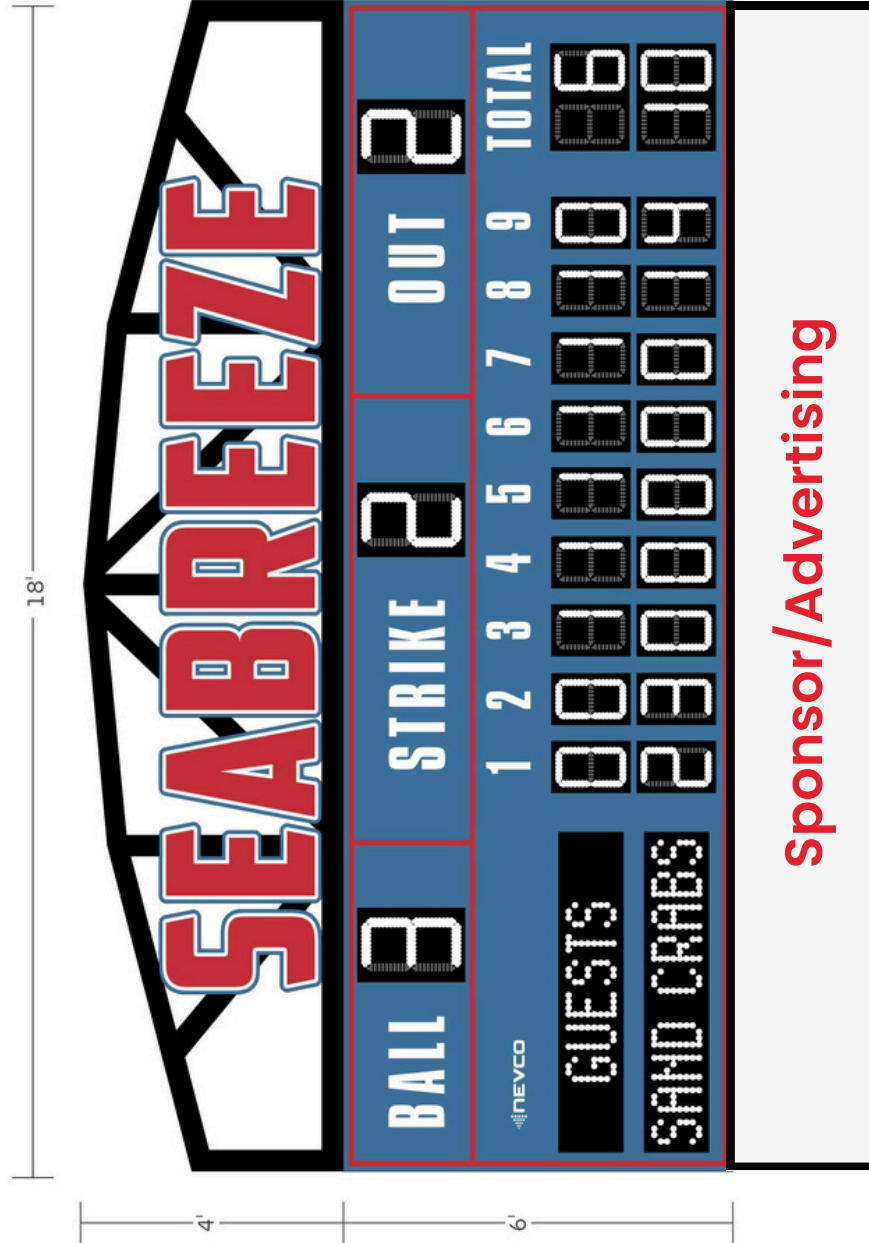
Rendering of what Wendelstedt Field #1 would like like with a new inning-by-inning scoreboard.



Rendering of new SEABREEZE scoreboard

SEABREEZE HIGH SCHOOL, DAYTONA BEACH, FL

PROOF #66364A-PR



PROOF INCLUDES:

- Model 1608-ETN-W Baseball/Softball LED Scoreboard
18'W x 6'H x 8"D
Scoreboard Color: 188 Electronic Blue
Digit Color: White
Electronic Team Name Color: White
Custom Striping: 186 Red
 - Decorative Arch Truss
18'W x 4'H
 - Decorative Arch Truss Letters
(9) 30" Tall
186 Red/188 Electronic Blue
- *Truss letters may require additional support.

You may also be interested in these scoring accessories.



NEVCO
INTEGRATED DISPLAY AND SCORING SOLUTIONS
WWW.NEVCO.COM

SIGNATURE OF APPROVAL _____

DATE _____

This rendering is for conceptual purposes only. It may not be to exact scale or specifications and should not be used for installation purposes. Every effort has been made to make it as accurate as possible. Beams and or pillars are for illustration only. Engineering specifications may require changes in the quantity, size and/or shape of beams and pillars to meet installation requirements. Nevco assumes no obligations or liability regarding the viability of applicability of existing structures. THIS DRAWING IS THE PROPERTY OF NEVCO INC. AND SHALL NOT BE REPRODUCED, COPIED, SHARED OR DISTRIBUTED WITH ANYONE OTHER THAN THE INTENDED STAFF OR CLIENT OF THE PROPOSED PROJECT WITHOUT THE EXPRESSED PERMISSION OF NEVCO INC.

Our DREAMS come true!



Actual photos of the NEVCO scoreboard with advertising area at bottom



Our AMAZING Accomplishment!

Before Renovation



After Renovation

Before Renovation



HOME DUGOUT



After Renovation

SANCRABS Turf Halo



New Netting & Lights In Cages



Thank You!

On behalf of our current staff and parents, we just want to say thank you for the incredible support you've provided in the past. We are so grateful for your partnership and look forward to all the possibilities that lie ahead for our future SANDCRABS — for generations to come!





**City of Ormond Beach
City Commission Agenda
Staff Report**

Agenda Date	October 8, 2025	Item No	8.M.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Efficiency Audit (Self DOGE)		
Recommended Action	No action is required at this time. Based on the direction provided by the City Commission at the kickoff workshop, staff and the Budget Advisory Board will meet to develop a workplan.		
Strategic Goal	Fiscal Transparency		
Department Staff Contact	Finance Kelly McGuire, Finance Director		

Summary

In November, a joint workshop with the City Commission and Budget Advisory Board will be held to kick off the efficiency audit (Self DOGE). The purpose of the workshop will be to discuss the Self DOGE framework as outlined by the State of Florida Department of Government Efficiency and receive direction from the City Commission on the specific areas of focus for review as part of this self-audit process.

In brief, the State recommends the following five steps to a Self-DOGE audit:

1. **Build your team:**

- The City Manager, Finance Director and Assistant Finance Director will work with the Budget Advisory Board to review areas as directed by the City Commission during the kickoff workshop. Additional staff including the Assistant City Managers, Department Heads and Contract Managers, will be utilized as needed throughout the process.

2. **Set your goals:**

- Goals may include streamlining operations, reducing spending, eliminating programs that conflict with voters' priorities, accessing fraud control measures and improving the efficiency of service delivery.

3. **Start with the simple by reviewing items where concerns exist:**

- Staff will offer some potential areas worth additional review, including travel and meal policies, implementation of annual technology equipment and software audits and areas of payroll which provide opportunities for fraud.

4. **Dig in Deeper:**

- Fraud prevention is a high priority of any self audit. Currently, the City's external auditors perform testing on the City's internal controls relative to financial transactions. Additionally, the Capital Improvement Plan provides for a security enhancement project which will target potential risks and provide solutions to ensure data security throughout the City's departments. Staff will provide additional information as part of the kickoff workshop.
- Performance metrics are also recommended by the State of Florida. Staff will discuss the metrics already being maintained and seek input on additional metrics which may be beneficial.
- Contract management review will need to be performed by Staff and the Budget Advisory Board. Staff will be providing a list of existing contracts to the City Commission as part of the workshop materials, so determination can be made as to the specific contracts that will be the focus of the Self DOGE process.

5. **Building for the Future:**

- The results of the efficiency audit (Self DOGE) will be utilized throughout the Fiscal Year 2026-27 Capital Improvement Program and Annual Budget preparation process.

Financial Impact

The impact will be determined through this self assessment.

Citizen Impact

The self audit serves to review the efficiency of governmental services and associated costs.

Attachments

1. How to DOGE Yourself- Guide for Local Jurisdictions

STATE OF FLORIDA

EXECUTIVE OFFICE OF THE GOVERNOR
DEPARTMENT OF GOVERNMENT EFFICIENCY



HOW TO DOGE YOURSELF:

THE FLORIDA DOGE GUIDE FOR LOCAL JURISDICTIONS



HOW TO DOGE YOURSELF:

The Florida DOGE Guide for Local Jurisdictions

Since Governor DeSantis announced the Florida DOGE initiative, the Executive Office of the Governor DOGE team has been gratified by the outpouring of interest and support from counties, municipalities, and local officials.

One of the most frequent requests that we receive is for assistance, *i.e.*, “Can you perform a DOGE audit on our jurisdiction?” Or “does this project or activity meet DOGE principles?”

The challenge we face is that demand for the DOGE team’s services far outstrips what we can hope to provide without creating a new state-wide department or agency. Yet, doing so would run counter to the purpose of DOGE, mindful as we are of Ronald Reagan’s wise warning from 1964, however, when he explained how government agencies, that “governments’ programs once launched, never disappear” and that “a government bureau is the nearest thing to eternal life we’ll ever see on this earth.”

However, what we can do right now is assist local jurisdictions in two specific ways to help accomplish the aims of the Florida DOGE initiative:

- One is this guide, which provides you with three categories of actions you can take, including long-term principles to embed into your government operations – principles to return to again and again in seeking to deliver responsive, efficient, ethical government to the citizens of Florida.
- The other is the opportunity to consult with us. Just drop a note to the DOGE Team (EOGDOGE@laspbs.state.fl.us), and we can serve as a consultation resource. Share your plans or your question, and we’ll do our best to provide an answer.

FIVE STEPS TO YOUR DOGE

- ❖ Build your team
- ❖ Set your goals
- ❖ Start with the simple
- ❖ Dig in deeper
- ❖ Build for the future

1. **Building Your DOGE Team.** Who should make up your team? As you build your local DOGE team, look for individuals (at least some of whom with expertise in IT and Finance) who:
 - are trusted
 - have experience in assembling and analyzing data
 - exhibit an ability to make common sense judgments
 - are open to new ideas and methods



2. **Setting Your Goals.** What kind of goals should a DOGE effort have? Ultimately, the goal of DOGE is to deliver the high-quality, efficient government which American taxpayers expect and to which American citizens are entitled. We in government at all levels must be good stewards of taxpayers' money, making certain every dollar collected in tax is spent wisely and well.

The United States will celebrate its 250th birthday in 2026. We've come a long way from the inauguration of George Washington as the first President in 1789, but his words remain true that our democracy is an "experiment entrusted to the hands of the American people." The success of that experiment – of a "government of the people, by the people, for the people" – depends on all of us in public service upholding the public trust by delivering the services people expect without engaging in waste, surrendering funds to fraudsters, or succumbing to the temptation that we are wise in ways that the voters of Florida cannot be expected to fathom.

Why has that trust been eroded? While there are many reasons, the part of the answer that the DOGE is here to address has a couple of components. First, government – at all levels – seemingly takes ever increasing amounts of money out of the pockets of hard-working, responsible citizens in taxes and fees, while providing them with fewer tangible benefit in return. Second, this reality is compounded by routine discoveries of the ways in which tax dollars have been squandered: tens of billions of dollars of "pandemic recovery" funds stolen by bad actors at home and abroad; millions of illegal aliens receiving free services paid for by law abiding taxpayers; construction of public facilities that run behind schedule, over budget, or are delivered with substandard quality; multi-year information technology projects that are never completed; and more.

This frames the tasks that a DOGE initiative should undertake, including:

- Streamlining operations
- Reducing wasteful spending
- Eliminating programs that conflict with voters' priorities or are outdated or ineffective
- Ensuring the existence of controls against fraud
- Delivering services more effectively

Individually and collectively undertaking this effort demonstrates that our democratically elected officials, and those whom they appoint and hire, are exercising responsibly the trust that we've asked voters to place in us.

3. **Start with the Simple, Low-Hanging Fruit.** Where do we begin? What's the first thing we should look at? These are common questions that the Florida DOGE team has received.

One answer to this question is: start where you know there are concerns – either ones you have, or ones that constituents have. Focus on those that may present an opportunity to save money. Or those that



provide an opportunity to boost public confidence that we are good stewards of their tax money. Either way, it's a good starting point for your DOGE efforts.

An alternative answer is to start with some simple, good-governance tasks that every organization should be undertaking regularly but often get overlooked for one reason or another. Here are some ideas this might include:

- Duplicative or wasteful technology spending
 - o Technology hardware inventory to identify unused, outdated, or missing equipment.
 - o Mobile device need and usage review and giveback.
 - o Unused software licenses, software packages, and/or duplicative software.
- Unnecessary, and even unlawful, programs and spending
 - o Diversity, equity, inclusion, belonging and similar ideologically based policies and expenditures.
 - o Employment and spending for purposes of internal marketing or communications.
 - o "Net zero," carbon reduction, "climate education," and other climate-change or "green new deal" type programs and spending.
- Excessive, outdated, or unneeded training and training requirements.
 - o Training adopted to solve a one-time problem.
 - o Recurring training that could be combined or eliminated.
 - o Outsourced training with externally driven content.
- Private functions being performed as a public entity such as
 - o Operating a restaurant.
 - o Travel and hotel booking services.
- Contract and payroll review
 - o Are we paying for services not being delivered or performed, or even have ceased at some point in the past?
 - o "Ghost" contracts and "ghost" employees.
- Basic "good governance" projects: Are the following up-to-date and adequate? Have we discovered situations (or ever had complaints) about situations that the current system did not reach?
 - Conflict of interest policies
 - Whistleblower avenues and protections
 - Transparent, public meetings
 - Compliance with state statutes

4. **Dig in Deeper.** The work of eliminating waste and fraud and improving efficiency in your jurisdiction includes tasks that require more thorough analysis as well. At this stage, there should be three main lines of focus for your DOGE efforts:

➤ Fraud



Fraud against government programs is a major problem. We’ve all seen the numbers: for example, the U.S. Government Accountability Office estimates that fraud accounted for 11-15% of the total amount of unemployment insurance benefits paid during the pandemic, totaling between \$100 and \$135 billion. These types of fraud literally steal money from the pockets of Florida’s taxpayers and prevent government programs from serving their intended recipients. Critically, such fraud bolsters the public’s perception that elected officials are derelict in their critical duty to be good stewards of their tax dollars.

Fraud is too often still treated as an issue for finance and budget professionals. But fraud schemes today have evolved a long way from the days of check-kiting. While improper payment and financial fraud remain important, recent experience has taught that non-financial fraud risks can be just as significant. This means you should be looking at whether your jurisdiction is involving everyone in fighting fraud – including the people who understand your programs best – and if you aren’t, reforming your approach to fighting fraud is a critical step in the DOGE effort.

Fighting fraud has three main elements: prevention, detection, and response.

Your DOGE effort is about government efficiency – and by far the most efficient way to address fraud is to be effective at preventing fraud before it occurs and focusing on the greatest risks. Remember, your finance professionals, IT professionals, and program personnel are all sources of expertise for identifying fraud risks and finding solutions. Bring them together and encourage them to “think like a criminal would think” so that they can thwart bad actors from committing fraud.

In the accompanying Appendix A, you’ll find more detailed suggestions on identifying and combating fraud.

➤ Performance

How can we demonstrate efficiency in our government and the services we provide? If we can’t measure what we’re delivering, we just don’t know. DOGE encourages you to identify and adopt performance metrics – the data or statistics by which you intend to measure how well the jurisdiction is doing on its most important responsibilities.

The most important performance metrics are likely to be specific for your jurisdiction, but here are some common examples of the things you might focus on:

- Service response times
 - o Emergency services
 - o Calls/messages returned
 - o Other actions taken in response to requests
- Preventative maintenance projects completed
- Ratio of businesses opened to closed
- Time required to issue a license (from inquiry, or from application)
- Community event attendance



At the same time, however, there is truth to the epigram “you get what you measure,” so we need to take care to set criteria that sufficiently capture the most important activities and goals. If an agency sets as its performance metrics ones that relate only to a small part of its operations, it might as well save the effort – or assign that metric exclusively to the division or component responsible for achieving it. For example, if a waste disposal unit sets as a performance measure: “percentage of trucks repaired within 12 hours,” that might make sense as the metric for the maintenance and support unit, but not for the waste disposal agency as a whole!

Having measures of performance is important. So too is sharing and evaluating those metrics of performance and then creating accountability for poor performance, as well as rewards for outstanding performance.

➤ Contracts

For many jurisdictions, contracts and contracting are a key source of excessive expenses and inefficiencies – both internal and external. As part of your jurisdiction’s DOGE effort, three important questions to ask with respect to contracting are as follows: (1) Do we write strong contracts and have a good system to track and manage them? (2) Do we have a good system for awarding and issuing contracts? (3) Are we contracting for the right things?

- *Contract Management:* Writing, tracking and managing contracts
 - Is there a standard template for contracts that allows us to streamline the contracting process and reduce legal risks?
 - Does it include provisions for timelines, clear performance clauses and metrics?
 - Does it include penalties and termination and non-renewal clauses for inadequate performance and delivery?
 - Are contractors required to pass along contract restrictions to subcontractors, and are the details of subcontracts shared with the contracting office/officer?
 - Is there an assessment process to ensure these are met (for smaller jurisdictions, this may be as simple as vendor delivery).
 - Are there dispute resolution terms that can help avoid extended, expensive litigation?
 - Is there a system (even as basic as an Excel spreadsheet) to track the lifecycles of contracts, the performance and completion deadlines, and compliance?
- *Contracting Process:* Awarding and issuing contracts
 - Is there a delineation of authority and responsibility for the contracting process and the approval of contracts?
 - Is the process for soliciting bids, submitting bids and awarding winners clear and transparent?
 - Are we providing training for staff on best practices in contract drafting and negotiation?



- Are we promoting competition?
 - How many bidders are we getting? The more, the better (for smaller jurisdictions, this may be at some threshold level, but still important).
 - Are we advertising opportunities widely?
 - Are we structuring opportunities to facilitate competition?
 - Do we have a tip method and/or reward structure for anti-competitive whistleblowing.
- *Insourcing v. Outsourcing*: Contracting for the right things
 - Are we paying to outsource activities that we could do more cheaply or more efficiently by hiring directly to do it. These are often recurring activities where external contractors charge a significant premium, or where a single provider becomes “locked in” due to expertise or ongoing projects. Examples might include:
 - Legal counsel
 - Communications and marketing
 - Are we doing for ourselves activities that could be done more cheaply or more efficiently by an outside contractor?
 - Usually this occurs when there is a vigorous private market with many competitors.
 - These might be activities that require specialized knowledge that is new each year or to each project.

➤ **Bonuses**

- Avoid awarding unjustified bonuses for employees
 - Are longevity bonuses awarded universally, or are bonuses awarded based on merit with clear performance metrics?
 - Bonuses should reward performance that meets or exceeds measurable goals, not performance that simply fulfills baseline responsibilities.
 - Performance metrics should be re-evaluated each fiscal year to ensure they remain aligned with organizational goals and priorities and improve upon the previous year’s outcomes.
- Do not award bonuses for longevity or retention alone
 - Avoiding termination is not, on its own, worthy of a bonus.
 - In some areas, such as corrections, police departments, and fire departments, it might be necessary to award retention bonuses to avoid vacancies and provide essential public safety services,
- Avoid a “use it or lose it” mentality
 - Do not award bonuses simply because the budget allocates funds for bonuses.
 - Awarding bonuses in this way reduces the value of bonuses and incentives for outstanding performance.

5. **Build for the Future.** Making your government efficient, cost-effective, and responsible is not only about one-time reviews and fixes. After looking at how to save taxpayers in the near-term, you can



take your DOGE effort to the next level by exploring opportunities that may take longer to complete but also deliver lasting efficiencies and results. Here are some of the approaches that are worth considering:

➤ Reform approaches to government spending

- Create a zero-based budgeting (ZBB) process:
 - ZBB involves building your budget from scratch each year, identifying each expense as necessary and justified, rather than simply as a change or adjustment to the prior year budget. This has several benefits:
 - Ensuring resources align with current needs and goals, a critical way to manage limited funds
 - Forcing departments to justify every dollar, promoting transparency and public confidence
 - Identifying opportunities to consolidate services or improve technology by finding the best way to address costs
 - Improving communication, by explaining the need for each item of spending
 - Consider beginning with a ZBB pilot in one or two departments and then expanding.
 - ZBB may require more upfront effort than an incremental budget. However, the payoffs make it a powerful tool.
- Implement after-action reviews:
 - Familiar to those with military backgrounds, “post-mortems” of major projects and initiatives are a powerful approach to identifying both “what went well” and “what didn’t work,” with the goal of improving performance on the next project.
 - Carrying out a review after both successes and failures is the best way to improve performance.
 - Two rounds of post-project reviews are particularly valuable
 - (i) Immediately after completion, those involved can focus on process-related lessons that can be seen right away
 - (ii) “One year later” reviews are essential to understanding whether a project succeeded in accomplishing its mission – did it achieve the value and results intended, or not?
 - The bigger the project, the more important the later review becomes
- Eliminate duplication and find consolidation opportunities:
 - One of the most challenging areas of wasteful spending to address is duplication across government departments, but eliminating duplication can deliver significant results so don’t overlook the opportunity to examine program duplication – do we have multiple efforts underway to address the same needs or same problems? Often, new programs are stood up and embedded for the long-term without efforts to eliminate existing programs aiming to accomplish similar goals.



- Consider appointing a cross-department team to review and identify opportunities for consolidation
 - Incentivize participation and support by using a portion of any savings for unmet priorities in the departments affected
- Explore and implement ways to serve the public better
 - Improve and automate outdated public interactions
 - In the era of ChatGPT, smart watches, and social media, the tolerance for ponderous, often paper-centric interactions with your jurisdiction's services has declined greatly. This may not just be about taxpayers – your staff may be also crushed under the weight of outdated processes.
 - Budget time and money to review, identify, and modernize citizen-service interactions – whether in-person, on paper, or electronic.
 - Implement “how-to” guides for citizens to navigate their interactions with your jurisdiction's services
 - Consider how to establish a single point-of-contact or other gateway for multi-step services
 - Solicit input from constituents on what changes they would like to see regarding how they interact with and obtain services, information, assistance, and the like from your jurisdictions.
- Regularize DOGE as governance principles
 - Make your DOGE effort a permanent part of your government, by scheduling a cycle of recurring reviews of the items above.
 - It may even be possible to make this a part of the existing activities of your audit or other review function – if you provide the auditor or reviewer with the objective against which each item should be tested and evaluated.



APPENDIX A: The One-Page DOGE Guide to Identifying and Reducing Risks of Fraud

- Identify the programs that you want to review – focusing on the ones with the most significant spending, the greatest number of recipients, and ones that you think might be vulnerable to fraud (based on experience, reputation, or what may be happening in similar programs in other jurisdictions).
- For each reviewed program:
 - Assemble a team that is knowledgeable about the program. This should include people who work in, or work with, the program and understand it, along with people with expertise on the financial and technology sides of the program.
 - Two important ways to identify fraud risks are to: 1) “think like a criminal” and answer the question: “how would you go about committing fraud?”; and 2) review recent experiences with fraud.
 - These risks may occur in contracting, grant-making, beneficiary payments, theft of assets, corruption, or financial reporting
 - For all of the identified risks,
 - Assess the likelihood of the risk – how frequently are bad actors likely to take advantage of this potential avenue for fraud
 - Determine how big the impact of the possible fraud is – is this a small-dollar issue or a large one – particularly relative to the size of the program
 - Review how you are currently protecting against the kinds of fraud that have been identified
 - Prioritize the remaining fraud opportunities and risks that are left by those existing protections
 - Create a strategy to address the highest-priority fraud risks. Consider:
 - What data and information should be collected
 - Who should be made aware of the potential fraud scheme
 - What procedures and steps they should be taking
 - How you will follow up and monitor whether your efforts to combat fraud are effective.



APPENDIX B: Examples of common performance metrics used by local governments

Subject Area	Potential Metric
Financial management	• Total expenditures per capita • Budget variance between budgeted and actual expenditures • Percentage of taxes and fees collected on time, by type of tax and fee • Percentage of contract activities (e.g., postings, awards, renewals) occurring on time • Percentage of accounts payable processed within goal number of days • Pension funding ratio • Tax assessment percentage appealed and/or upheld after appeal • Percentage of total dollar value of purchases made using a purchasing card or credit card
General governance	• Percentage of resident complaints resolved within a targeted number of days • Perceived quality of government services based on survey data • Complaints about government services per 1000 residents or per FTE • Claims for workers' compensation per FTE, by department • Days of sick leave and injury time per FTE, by department • Turnover rate as a percentage of total FTEs, by department
Information technology and cybersecurity	• Jurisdiction governmental IT expenditures per capita • Number of IT service requests received per government employee • Number of IT security events per year per government employee
Business atmosphere	• Annual percentage increase in active business licenses • Average time to process business license applications • Percentage of small businesses remaining operational after three years • Economic diversification, e.g., percentage of tax revenue (or employment) from top five industries
Permitting and enforcement	• Building and zoning permits: Average calendar days from application to issuance: Commercial • Building and zoning permits: Average calendar days from application to issuance: Residential • Building and zoning permits: Average calendar days from request to inspection: Commercial • Building and zoning permits: Average calendar days from request to inspection: Residential



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	• Percentage of construction site inspections completed within target number of business days • Average number of calendar days, inspection to compliance (when enforcement action is required) • Average number of calendar days, inspection to compliance (when compliance is voluntary)
Public property	• Admin/office facilities, Custodial expenditure per square foot • Admin/office facilities, average rent per square foot • Dollars spent on park maintenance per acre maintained • Annual park visitors per acre • Number of official vehicle accidents per million miles driven • Government offices, square footage per 1000 residents • Government offices, Custodial expenditure per square foot
Roads and highways	• Repaving/road maintenance, dollars per lane mile • Repaving/road maintenance, lane miles maintained per 1000 residents • Percentage of lane miles meeting benchmark condition • Average time to repair reported potholes • Percentage of locally owned bridges rated as exceeding a benchmark condition or health rating • Average hours of traffic signal outages per year • ALS and BLS responses per capita
First responders	• Overtime as a percentage of total law enforcement compensation • Law enforcement service calls per law enforcement FTE • Crime clearance rate (property crimes) • Crime clearance rate (violent crimes) • Percentage of law enforcement requests leading to dispatch of law enforcement • Average time in seconds from receipt of call to dispatch for priority law enforcement calls • Average time in seconds from dispatch to arrival on scene for priority law enforcement calls • Dollars spent per capita, fire and EMS • ALS and BLS responses per capita • Residential fires per capita • Average time in seconds from receipt of call to dispatch for fire emergency calls • Average time in seconds from dispatch to arrival on scene for fire emergency calls
Other public services and infrastructure	• Percentage of garbage pickups completed on schedule • Water main breaks per mile of pipe each year



	• Sanitary sewer overflows per capita per year • Percentage of streetlights operational on average • Percentage of infrastructure projects completed on time • Percentage of infrastructure projects completed within budget
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